

The Scale Company

Terms & Conditions of Hire

Condition of Equipment.

The Condition of Equipment Checklist ("Checklist") attached is hereby incorporate by reference. Hirer acknowledges that Hirer has examined the Equipment and that it is in good condition except as otherwise specified in the Checklist.

"The Hirer or Hirer" refers to the company undertaking the hiring of equipment from the "Owner" (The Scale Company) as stated on the Hire Agreement & Schedule.

"The Agreement or Agreement or Schedule" refers to the document entitled "Hire Agreement & Schedule"

1. Hire of Weighing Equipment

- 1.1. The hiring of the equipment will commence from the commencement date specified and continue for the term specified in the agreement.
- 1.2. The hirer is entitled to use the equipment for the hire period and for any agreed extension of the period.
- 1.3. The hirer agrees to return the goods to The Scale Company on or before the end of the hire period.
- 1.4. The Scale Company will not refund any hire charge monies if the hirer elects to return the equipment prior to the end of the hire period, regardless of reason.

2. Payment for rental

- 2.1. The hirer agrees to pay The Scale Company the hire fee specified in the Hire Agreement for the equipment for the hire period
- 2.2. The hire fee must be paid to The Scale Company prior to or on the commencement date of the hire period.
- 2.3. The Hirer authorises The Scale Company to charge the debit card or credit card on file with an amount equal to all payments and fees due under this Agreement.
- 2.4. The Hirer shall also pay other charges in accordance with this Agreement due upon return of Equipment, to the fullest extent allowed by law, including but not limited to:
 - 2.4.1. charges for optional services, if any;
 - 2.4.2. applicable taxes;
 - 2.4.3. loss of, or damage or repair to the Equipment, loss of use, diminution of the Equipment's value caused by damage to it or repair to it, and costs to enforce such charges including administrative fees for processing the claim and legal expenses;
 - 2.4.4. unless due to the fault of The Scale Company, all fines, penalties, court costs and other expenses relating to the Equipment assessed against The Scale Company or the Equipment during the Hire Term;
 - 2.4.5. all expenses The Scale Company incurs due to Hirer's failure to return the Equipment including costs in locating and recovering the Equipment;
 - 2.4.6. all costs incurred to collect unpaid monies due; and
 - 2.4.7. the maximum amount allowed by law for making payment with insufficient funds.
- 2.5. The Scale Company's policy is to enforce its right to add interest and administration costs for late payments under the Late Payment of Commercial Debts Regulations 2002 or any other subsequent Regulations that supersede them.

3. Use, operation and maintenance

The hirer agrees that the use of the equipment carries with it dangers and risks of injury and the hirer agrees to accept all dangers and risks.

The equipment shall not be used by anyone other than the hirer without the expressed permission of The Scale Company.

- 3.1. The hirer agrees to operate, maintain and store the equipment strictly in accordance with any instruction provided by The Scale Company, with due care and diligence, only for its intended use and in accordance with any manufacturer's instructions and recommendations whether supplied by The Scale Company or posted on the equipment as to the operations, maintenance and storage thereof.
- 3.2. The hirer agrees to comply with all occupational health and safety laws relating to the use of the equipment and related operations.
- 3.3. The hirer shall ensure the equipment is returned to the owner clean of soil or any other foreign matter. In the event that these requirements are not complied with the hirer shall pay the owner the reasonable costs of compliance with these requirements.

4. Hirer's warranties

- 4.1. The hirer warrants that:
 - 4.1.1. the equipment will be used in accordance with the conditions outlined in the agreement;
 - 4.1.2. the particulars in the agreement are correct in every respect and are not misleading in any way including, without limitation, by omission;
 - 4.1.3. the hirer holds any valid certification that might be required for operating the Weighing equipment at the premises shown in the agreement;
 - 4.1.4. the equipment will not be used for any illegal purpose;
 - 4.1.5. the hirer will not, without prior written consent of the owner, modify, or permit any modification of, the equipment in any way; and
 - 4.1.6. the hirer agrees that the equipment complies with its description, is in merchantable condition and is fit for the hirer's purpose.

- 4.1.7. During the Hire period, the equipment shall be located at the address shown on the Rental Agreement unless expressly agreed otherwise in writing by The Scale Company.
- 4.1.8. The Equipment will not be used by any person unauthorised to do so
- 4.1.9. Operate, use, maintain or store the equipment in a manner likely to cause damage to the equipment.

5. Indemnity

To the full extent permitted by law the hirer releases, discharges and indemnifies the owner from all claims and demands on the owner arising out of or consequent on the use or misuse of the equipment during the hire period. IN NO EVENT SHALL OWNER BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES ARISING FROM RENTER'S USE OF EQUIPMENT, INCLUDING BUT NOT LIMITED TO LOSS PROFITS AND LOSS REVENUE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

6. Loss, damage or breakdown of plant and equipment

- 6.1. The hirer will be responsible for any loss or damage to the equipment irrespective of how the loss or damage occurred (fair wear and tear excepted) during the hire period.
- 6.2. If there is a breakdown or failure of the equipment then the hirer shall not attempt to repair the equipment, and immediately notify The Scale Company.

7. Insurance & Liability

- 7.1. The Scale Company will maintain current insurance policies in respect of the equipment to its full insurable value.
- 7.2. The hirer will assume all risks and liabilities for and in respect of the equipment and for all injuries to or deaths of persons and any damage to property howsoever arising from the hirer's possession, use, maintenance, repair or storage of the equipment.

8. Disclaimer

To the extent permitted by law The Scale Company disclaims all liability for and does not give any warranties to the hirer as to the condition of the equipment.

9. Title to Goods

- 9.1. The hirer acknowledges that The Scale Company retains title to the equipment and that the hirer has rights to use the equipment as a mere bailee only. The hirer does not have any right to pledge The Scale Company's credit in connection with the goods and agrees not to do so.
- 9.2. The hirer agrees not to agree, offer or purport to sell, assign, sub-let, lend, pledge, mortgage let or hire or otherwise part with or attempt to part with personal possession or otherwise not to deal with the equipment and not to conceal or alter the goods or make any addition or alteration to, or repair of, the equipment.
- 9.3. The Hirer shall immediately notify The Scale Company in the event Equipment is levied, has a lien attached or is threatened with seizure. The Hirer shall indemnify and hold The Scale Company harmless against all loss and damages caused by such action. Equipment shall be deemed at all times to be personal property, whether or not it may be attached to any other property.

10. Repossession

- 10.1. The Scale Company may retake possession of the equipment if the hirer breaches any provision of this agreement, notwithstanding anything else herein contained.
- 10.2. If repossession takes place, The Scale Company shall only charge the hire fee up to and including the time of repossession.

11. Completion of the Hire Period

- 11.1. The hire period is completed when the equipment has been returned to The Scale Company:
 - 11.1.1. in the same condition as when it was hired; and
 - 11.1.2. on or by the date and time outlined in the Agreement.

12. Non-merger

The covenants, agreements and obligations contained in this agreement will not merge or terminate upon the termination of this agreement and to the extent that they have not been fulfilled or satisfied or are continuing obligations they will remain in force and effect.

13. Severance

If any provision of this agreement is wholly or partly invalid, unenforceable, illegal, void or voidable, this agreement must be construed as if that provision or part of a provision had been severed from this Agreement and the parties remain bound by all of the provisions and part provisions remaining after severance.

14. LAW OF THE CONTRACT

14.1 If the original contract site is in England or Wales, the proper law of the contract shall be English law. If the original contract site is in Scotland, the contract shall in all respects be construed and operated as a Scottish contract, and shall be interpreted in accordance with Scots law. If the original contract site is in Northern Ireland, the proper law of Contract shall be Northern Ireland law.

14.2 The Scale Company and the Hirer shall comply forthwith with any decision of the adjudicator.

14.3 Acceptance of the Contract Equipment on site implies acceptance of all these terms and conditions.

14.4 The terms and conditions of this Contract shall prevail notwithstanding any variation from the terms and conditions of any present or future order submitted by the Hirer.

14.5 This Contract supersedes all prior Rental Agreement Terms & Conditions or understandings between the parties and may not be changed or terminated orally.