

## TERMS AND CONDITIONS FOR HIRE AND LEASING

By acceptance and use of the equipment, the customer is bound by the terms and conditions of this agreement.

1. Application of Terms and Conditions: The terms and conditions hereof set forth between Primayer Limited and customer with respect to equipment shall not be amended unless accepted by the owner in writing and signed by both parties.
2. Rental Period: The standard period of rental shall be for a minimum of 1 week period and thereafter extendable by complete weekly periods. Part of a week shall be charged as a full week. The rental commences on the day the equipment is despatched from the Primayer Limited premises and continues until the day the equipment is returned to Primayer Limited premises during normal working hours.
  - 2.1 It is the customer's responsibility to inform Primayer Limited of the rental termination by letter, fax or email. The rental period shall continue until return is effected notwithstanding that a different rental term is set forth on customer's purchase order.
  - 2.2 It is the customer's responsibility to obtain a written acceptance of receipt of equipment from an authorised member of Primayer Limited staff when returned by the customer's own transport. In addition, if any such rental fee or other amount remains unpaid for more than 30 days from the date it is due, Primayer Limited shall have the right to terminate this Agreement, take immediate possession of the equipment and recover from the customer in any action to enforce Primayer Limited rights hereunder, Primayer Limited costs and reasonable legal fees.
3. The Term 'Hire' of equipment will be deemed to include any duration up to one calendar year. Thereafter the equipment will fall within the term 'leasing'.
4. Payment of Rental: Customer shall pay Primayer Limited on invoices, provided at the end of each calendar month in advance of the rental period, the invoiced rental of each item of equipment. Payment shall be due within 30 days of the date of invoice. Part of a week will be charged as a full week. In addition if any such rental fee or other amount remains unpaid after 30 days from the date of the invoice, Primayer Limited shall have the right to terminate the Agreement and charge interest at the rate of 3% per annum above the clearing banks base rate on sums unpaid calculated from the date due until payment.
5. Primayer Limited reserves the right to seek a deposit from the hire customer in advance of despatching the goods or at the time of booking the equipment. The deposit shall be equivalent to 50% of the hire cost.
6. Availability: Primayer Limited will use its reasonable endeavour to meet quoted delivery dates, but shall not be liable for delay in delivery arising from whatever cause. Availability can only be guaranteed to customer at time customer places purchase order. Availability is not guaranteed at time of Primayer's quotation to customer.
7. Delivery and Collection: Delivery and collection of equipment will be specified by the responsibility of the customer to return the equipment by prepaid shipment. Customer assumes the responsibility of returning the equipment to Primayer Limited.
8. Acceptance of Equipment: Unless notified by the customer within 24 hours after delivery has been made, it shall be conclusively presumed the equipment was delivered in good operating condition and in complete accordance with the manufactured condition.
9. Warranty/Liability for Claims: Primayer Limited hereby warrants to customer only that each item of equipment, when delivered, will be in good operating condition. The damages to which the customer may become entitled by reason of any breach of Primayer Limited of any such warranty with respect to any item of equipment shall be limited in amount to the total of rental fees paid by the customer for such item of equipment. The foregoing warranty and damages for breach thereof are the exclusive warranty and damages are in lieu of any oral representations and all other warranties and damages, whether implied or statutory. The customer shall be solely responsible and hold Primayer Limited fully indemnified against loss, damage or

### Primayer Limited

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Registered in England No. 2959100 at above address



injury (including death) to persons or property occurring in connection with any of the said equipment or as a result of the use thereof.

10. Primayer Limited does not accept any liability for the loss of data, manpower, costs, etc which might arise from the use, misuse or failure of the hired equipment.

11. Ownership: The equipment shall remain the property of the Primayer Limited and is provided to the customer solely on a rental basis without any option to purchase.

12. Customer's Obligation: The customer shall, during the continuance of the contract:

12.1 Keep the said equipment at the delivery address and in the customer's own possession and not remove the same from such address without first notifying in writing Primayer Limited of its destination and in any event, not allow the said equipment to be transferred to any country prohibited by the UK Department of Trade and Industry.

12.2 Permit Primayer Limited or their authorised representatives at all reasonable times to enter upon premises or vessel where the said equipment may be inspected, maintained, repaired or tested.

12.3 Repay Primayer Limited on demand all costs, charges and expenses incurred in any way by reason of any breach of any of these terms and conditions, by the customers including, but not by way of, limitation, all costs, charges and expenses incurred in ascertaining the equipment whereabouts.

12.4 Keep the equipment in good condition and not subject to any misuse, normal wear and tear expected.

12.5 Preserve the Primayer Limited and manufacturer's identification numbers or mark any name place that should be upon their said equipment.

12.6 Arrange at customer's expense, adequate insurance coverage for the equipment from the moment it is received against loss or damage from any occurrence whatsoever until the said equipment is received at Primayer Limited facility and approved signature is given.

12.7 Notify the Primayer Limited in writing, immediately, of any loss or damage to the said equipment and, on demand, reimburse the cost thereof within 30 days of the occurrence. Primayer Limited shall continue to charge the customer the full cost of rental for the said equipment until such payment is received. The customer shall be liable under this section for the full costs of replacing the said equipment.

12.8 Not to sell, assign, sub rent or transfer the benefit of the contract, in whole or part with possession of the said equipment or any part of it during the rental.

12.9 Not to make any alterations, modification or technical adjustments or do or attempt any repairs to the said equipment or any part of it at any time during rental.

12.10 Any items not returned to Primayer Limited will be charged to customer at full replacement costs.

13. Maintenance: Primayer Limited shall, at its expenses, provide routine maintenance and recalibration for all equipment and shall endeavour to replace any item of equipment which becomes defective during the rental period through no fault of the customer. In the event of an item of equipment does not operate properly, customer shall notify Primayer Limited and request instruction before taking any remedial action or returning same to Primayer Limited. In the event that any item of equipment required repair or calibration as a result of a customer's negligence, misuse or abuse of such an item, customer shall bear the entire costs of any such repair or calibration, including shipping costs.

14. Customers Undertaking: By entering into this agreement, the customer undertakes all reasonable and practical steps to ensure its use of the said equipment conforms with its terms and conditions laid down in the Health and Safety at Work etc, Act 1974 and in particular sections 2 (2) (b) and 2 (2) (c) thereof.

15. Cancellation: If a customer cancels part or all of the agreement prior to commencement of the rental, such cancellation can only be accepted with Primayer Limited consent and on terms which indemnify against loss.

16. Prices: All prices quoted are exclusive of carriage and VAT which will be charged at the prevailing rate at tax point date.

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17. Minimum charge: The minimum invoice value per single transaction (excluding VAT) will be £100.

18. Valid Contract: A valid contract on any transaction will only exist following suitable credit references having been obtained by Primayer Limited.

19. English Law: This contract shall be governed by and constructed and interpreted in accordance with the laws on England and the parties hereby submit to the jurisdiction of the English courts for the purposes of settlement of any dispute arising out of or in connection with this contract.

### **Sales Terms and Conditions**

If (a) customer has a purchase option hereunder and is not in default under this agreement or (b) Primayer Limited otherwise agrees to sell the equipment to the customer, customer shall be entitled to purchase the equipment, pursuant to the following application terms.

1. Purchase Price: Customer shall pay to Primayer Limited, the purchase price for each item of equipment (plus VAT). Upon the exercising of such purchase title to the equipment will only pass upon payment of the invoice for the purchase price (plus VAT) and any associated charges. In the event that such charge is not paid promptly Primayer Limited reserves the right to change rental up to the time of payment.

2. Exclusion of Warranties: The parties agree that the implied warranties of merchantability and fitness for a particular purpose and all other warranties express or implied including without limitation, warranties to the description, quality or productiveness, are excluded from this transaction and shall not apply to the equipment sold, unless the parties shall otherwise agree in writing. Any oral statements about the equipment do not constitute warranties, shall not be relied upon by customer, and are not part of the Agreement.

3. Delivery: Shipment will be made as specified by customer and at customer's expense. Customer shall reimburse Primayer Limited for any shipping expenses incurred by Primayer Limited.

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