

# STERTIL UK LTD TERMS & CONDITIONS OF PLANT HIRE

1. The Customer shall be responsible for unloading and reloading Plant at site and any Driver or Operator supplied by Stertil shall be deemed to be under the Customers control.
2. Unless notification to the contrary is received by Stertil from the Customer on delivery the Plant shall be deemed to be in good working order in accordance with the terms of contract and to the Customers satisfaction. The Customer shall be responsible for their safekeeping and use in a workmanlike manner within the manufacturers rated capacity and return on the completion of hire in equal order. The Customer shall ensure that the Plant are operated only by suitably qualified personnel.
3. The Customer shall take all reasonable steps to acquaint himself with the condition of the Plant. If Plant are operated in an unsafe and unsatisfactory manner the Customer shall be solely responsible for any damage, loss, or accidents whether directly or indirectly arising therefrom.
4. The Customer is required to undertake daily checks and to ensure at all times that engine, and hydraulic oil levels, battery and coolant levels and tyre pressures are correct. The Customer is also responsible for ensuring that the traction battery and charger procedures are adhered to. Tyre replacement and punctures are the responsibility of the Customer.
5. Any Breakdown or unsatisfactory working of the equipment must be notified immediately by telephone to Stertil. The Customer shall be responsible for all expenses involved from any breakdown and all loss or damage incurred by Stertil due to the Customers negligence, misdirection or misuse of the Plant, and for payment of hire at the appropriate rate during the period the Plant are necessarily idle due to such breakdown.
6. No claims will be admitted, unless special arrangements are made, confirmed in writing and agreed by us. Each item of the Plant specified in the contract is hired as a separate unit and the breakdown or stoppage of one or more units through any cause whatsoever shall not entitle the Customer to compensation of any kind.
7. Stertil accepts no liability or responsibility for any consequential loss or damage due to or arising from breakdown, stoppages of the Plant through any cause whatsoever, or through non-arrival arising from accidents or breakdown during loading, unloading or transport of the Plant.
8. The Customer shall nor sub-let or lend the Plant or any part thereof to any third party, nor remove the Plant from the originally designated location.
9. During the period of hire the Customer shall make good to Stertil all loss or damage to the Plant whatsoever cause the same may arise. During the continuance of the Hire period the Customer shall fully and completely indemnify Stertil in respect of all claims by any person whatsoever for injury to person or property caused by or in connection with or arising out of the use of Plant and in respect of all costs and charges in connection therewith whether arising under statute or common law. The Customer is therefore strongly recommended to ensure that he is covered by insurance for these risks which by the operation of law or by virtue of this agreement devolve upon him. The Customer will be liable for all costs incurred in rectifying any equipment returned damaged or unclean.
10. If the Plant are involved in any accident whatsoever immediate notice must be given to Stertil by telephone and confirmed in writing to Stertil's office and in respect of any claim not within the Customers agreement for indemnity, no admission, offer, promise of payment or indemnity shall be made by the Customer without Stertil's consent in writing.
11. The Customer shall at all times allow Stertil, his agents or his Insurers to have access to the Plant. Servicing will be carried out during normal hours Monday to Friday. Service work required outside these hours at rates to be agreed.
12. Hire rates unless otherwise stated in the schedule are based on a five day week, Monday to Friday to a maximum of 35 hours. Additional week days charged at 1/5 of weekly rate. If after the commencement of hire the Customer wishes to use the Plant for longer periods he must notify Stertil in writing at least 5 days before work begins. No allowances, will be made for the following; (A) stoppages for routine maintenance, servicing or repairs; (B) standing time whilst the Plant are standing available for work to the Customers instructions, (C) standing time or non use of Plant due to Industrial Disputes.
13. The Hire period shall commence from the time when the Plant leave Stertil's named depot or equal and shall continue until the Plant are received back at Stertil's named depot or equal. The Customer is responsible for the equipment until it has been collected from his site or delivered by him to the Customers premises.
14. Stertil may affix his plate or mark on the plant indicating that it is his property and the Customer shall not remove, deface, or cover up the same.
15. The Customer shall be responsible for compliance with all regulations issued by the Government or Local Authorities including Regulations under the Factories Acts and observance of the Road Traffic Acts, should they apply including the cost of Road Fund Licences and any special additional insurance made necessary thereby.
16. The Customer shall not rehire, sell, mortgage, charge, pledge, part with possession of, or otherwise deal with the Plant and shall protect the same against distress, execution or seizure and shall indemnify Stertil against all losses, damages, costs, charges and expenses that may be occasioned by any failure to observe and perform this condition. The Customer undertakes to keep the Plant in his own possession and control and free from all legal instrument or private arrangement whatever shall be executed whereby any other person or firm shall acquire any lien or rights whatsoever in connection with the equipment hired.
17. Stertil reserves the right to terminate this agreement for whosoever reason he sees fit.
18. Notice of termination of contract. Where the period of hire is indeterminate of having been defined becomes indeterminate the Contract shall be determinable by seven days' notice in writing given by either party to the other. Notice given by the Customer to Stertil's driver or operator shall not be deemed to constitute compliance with the provisions of the clause.
19. Variation of Hire Rates. All quotations are based on prices and conditions obtaining at the date of quoting and should any alterations subsequently occur Stertil reserves the right to apply to the Customer for a variation in the hire rates. If such right is exercised and no agreement be reached both the Customer and Stertil shall have the option to:
  - (A) terminate the hire on one month's notice if the Plant has commenced hire or
  - (B) cancel the contract if the Plant has not commenced hire.
20. Failure to comply with agreed credit terms will render all outstanding monies immediately due, and it shall thereupon be lawful for Stertil to retake immediate possession of the said Plant and for that purpose to enter into or upon any premises where the same may be and the determination of the hiring under the Condition shall not affect the right of Stertil to recover from the Customer any monies due to Stertil under the contract or damages for breach thereof.
21. No waiver. The failure by Stertil to enforce at any time or for any period any one or more of the Terms and Conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions of this Agreement.
22. The acceptance of plant is also an acceptance of the above conditions of hire.