

CONDITIONS OF HIRE CONTRACT

1. DEFINITIONS

"The Purchaser" means the company, firm, person, corporation or public authority purchasing the goods and includes their successors or personal representatives.

"The Owners" means Roadside Technologies Ltd and includes their successors and assigns.

"The Hirer" means the company, firm, person, corporation or public authority taking the plant on hire and includes their successors or personal representatives.

The term "plant" shall be deemed to include any type of machine or equipment and accessories agreed to be hired.

2. PAYMENT TERMS

Terms of payment are strictly 30 days (i.e. payment on or within 30 days before which the invoice is dated) and in default The Owners shall be entitled without notice to the Purchaser (even if the Purchaser has a contract with a third party) to terminate any outstanding order or quotation, to withhold and/or suspend supplies or to reduce the Purchaser's credit limit.

The Owners shall also be entitled, at their discretion, to receive payment of any and all monies in respect of goods supplied whether these monies would ordinarily be due for payment at that time or not. In addition, The Owners shall be entitled to charge the Purchaser interest on the amount unpaid at the rate of 3% above base rate until payment in full is made and the Purchaser will indemnify The Owners in respect of all costs incurred by The Owners in recovering payment, including all legal fees incurred. In the event that the Purchaser tenders payment by cheque and the cheque is subsequently returned by the Purchaser's Bankers unpaid, the Purchaser will also indemnify The Owners in respect of all resulting bank charges incurred by The Owners.

3. ALL MONIES CLAUSE

The risk in the goods shall pass from The Owner to the Purchaser upon delivery of such goods to the Purchaser. However, notwithstanding delivery and the passing of risk in the goods, title and property in the goods, including full legal and beneficial ownership, shall not pass to the buyer until the seller has received in cash or cleared between The Owners and the Purchaser for which payment of the full price of the goods thereunder has not been paid. Payment of the full price of the goods shall include the amount of any interest or other sum payable under the terms or this and all other contract between The Owners and the Purchaser under which the goods were delivered.

4. RETENTION OF TITLE

Although risk in the goods supplied passes to the Purchaser or Hirer on delivery, legal title in such shall not pass to the Purchaser until The Owners has received in cleared funds the full price payable for such goods and all other goods supplied by The Owners to the Purchaser for which payment is then due. Until legal title passes, the Purchaser shall hold the goods as The Owners fiduciary agent and bailee and shall keep them properly stored, protected, insured and identified as The Owners property. Until that time the Purchaser is entitled to resell or use the goods in the ordinary course of its business but shall account to The Owners for their proceeds of sales and pending payment shall hold such proceeds on trust for The Owners absolutely. The Purchaser's right to resell or use the goods shall terminate automatically if a liquidator or (administrative) receiver or administrator of the Purchaser is appointed or an order is made or a resolution passed for the winding up of the Purchaser. Until such time as legal title in the goods passes to the Purchaser. The Owners may at any time require the Purchaser, its liquidator, (administrative) receiver or administrator to return the goods and/or may repossess the goods by entering upon any premises of the Purchaser or any third party where the goods are reasonably believed to be stored. In addition and without prejudice to any other right or remedy available to The Owners, if the Purchaser is in breach of the payment terms or of any of its obligations under this clause, The Owners shall be entitled to cancel the contract, suspend further deliveries, terminate any outstanding order or quotation without incurring any liability whatsoever as a consequence of this action.

5. COMMENCEMENT AND TERMINATION OF HIRE

The hire shall commence from the time the plant leaves the owner's Depot unless the owners otherwise agree and the hirer shall be responsible for the unloading and reloading of the plant on site.

6. TERMS OF HIRE

The hirer shall throughout the term of the hiring pay to the owners the hire price or rent together with such further payments as are specified in the Quotation/ Hire Contract in accordance with the terms of payment stated therein.

7. TRANSPORT

The hirer will be responsible for the cost and arrangement of transport of the plant from the owners depot (or its present site) to the Hirer's site and return to the owners depot on completion of the hire period. If requested the owners will arrange transport at the Hirer's expense but in undertaking this service, the owners do not accept responsibility for any delay however caused. The Hirer is responsible for the provision of free and suitable access to and from the site (including the removal and reinstatement of local obstructions) and for ensuring suitable ground conditions for the erection, operation and dismantling of the Plant. No responsibility will be accepted by the Owner for damage to any surface over which the Plant has been moved to reach its intended position of use or for collection of same and the Hirer should therefore take steps to protect surfaces (paving slabs, soft ground etc.) before delivery of the Plant.

8. PLANT

(i) Unless written notification to the contrary is received within twenty four hours all plant will be deemed to have been delivered in good condition and to the hirer's satisfaction.

(ii) The Hirer will be responsible for loss of or damage to the said plant from whatever cause, its safe keeping, use in a work like manner and shall hand it over the termination of the hiring to good order to the owners fair wear and tear excepted.

(iii) The Hirer shall do all that is reasonably possible to enforce the observance of all proper safeguards and precautions against accidents in connection

with the use of the plant and shall comply with all statutory regulations under the road traffic acts by- laws affecting the use of the plant.

(iv) The Owners shall be under no liability whatsoever for any loss or damage howsoever caused by or arising out of the use or condition of the plant while it is in the possession of or under the control of the hirer.

(v) The owners shall have the right to replace the plant with other plant of similar performance if they so desire and where this is done will be responsible for the transport cost.

(vi) If GSM Remote connectivity is a feature on the plant and the **site location doesn't have** the required GSM signal. It is not deemed a fault of the plant **and out of the owner's control** therefore the Hirer must manually change any messages required.

9. SERVICING AND INSPECTION

(i) The Hirer shall be responsible for maintaining at correct levels engine or cooling oil radiator coolant fuel oil and battery electrolyte where and as necessary for the safe and reliable working of the plant and shall be responsible for any damage occasioned by his neglect to comply with this condition.

(ii) The Hirer shall at all reasonable times allow the owners to have access by themselves or their agents or servants to the plant to inspect test adjust repair or replace same. So far as reasonably possible such work will be carried out at times to suit the convenience of the Hirer.

10. BREAKDOWN OR DAMAGE

(i) Any breakdown or unsatisfactory working of any part of the plant or any damage to or accident involving the plant must be notified immediately to a responsible employee of the Owner's at the Depot from which the plant is hired and confirmed in writing within 24 hours.

(ii) The Hirer shall not repair or attempt to repair the plant unless authorised in writing to do so by the Owners.

(iii) The Owners undertake to deal with the necessary repairs as quickly as reasonably possible but shall not be responsible for any unavoidable delay.

11. CHANGE OF SITE

The Hirer shall not move the plant from the address or site to which it was first delivered or consigned without the Owner's prior consent in writing.

12. SUB-HIRING

The Hirer shall not sub-hire or loan the plant or any part of it without the Owner's prior consent in writing.

13. DETERMINATION OF HIRE

(i) The Hirer may at any time determine the Hiring by giving to the Owners not less than forty-eight hours notice of his intention so to do such notice to be confirmed in writing and by delivering up the plant to the Owners at the Cost and risk of the Hirer subject to the Hirer's liability to pay all arrears of rent and other sums payable under these Conditions and damages for any breach thereof.

(ii) The Owners may at any time give to the Hirer seven days' notice in writing to determine the Hiring and the Hiring shall from the expiration of such notice determine Provided that if the work required of the plant is found unsuitable or the conditions unduly hazardous the Owners may give immediate notice of determination which shall have effect forthwith.

(iii) Upon the happening of any of the following events that is to say:-

(a) If a Receiving Order is made against the Hirer or the Hirer calls a meeting of his creditors.

(b) If the Hirer makes any assignment for the benefit of or compounds with his creditors.

(c) If the Hirer (being a Limited Company) enters into compulsory or voluntary liquidation not being a voluntary liquidation only for the purposes of reconstruction.

(d) If the Hirer gives or executes a Bill of Sale over any of his goods

(e) If any distress or execution is levied or sued out against the Hirer

(f) If the Hirer fails to pay to the Owners any sum due under the Contract

as and when it may become due

(g) If the Hirer commits any breach of any of the provisions of the Contract or these conditions

(h) If the Hirer does or causes to be done or permits or suffers any act or thing whereby the Owners' rights in the plant may be prejudiced or put in jeopardy or whereby the plant may be liable to damage or destruction the

Owners may forthwith and notice retake possession of the plant for which purpose they are hereby authorised to enter into or upon any premises or site where the plant may be. Such retaking of possession shall not prejudice any other rights of the Owners under the terms and conditions of hire.

14. OWNER PLATES

These may be affixed or marked on the plant by Owners for the purpose of making the ownership publicly known and shall not be removed mutilated or obliterated by the Hirer.

15. INDEMNITY

The Hirer undertakes to accept full responsibility for loss or damage to the equipment on hire from whatever cause this may arise, fair wear and tear excepted, and shall also fully and completely indemnify the Owner 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 the Plant and in respect of all costs and charges in connection herewith, whether arising under statute or common law. The Hirer will be responsible to the owner for the full replacement cost at the current manufacturer's published list price of items lost or stolen and for full repair costs. Including parts, labour and overhead element, on items damaged. The Hirer agrees to pay to the Owner all costs incurred by the Owner in rectifying the condition of the Plant if it is returned damaged unclean or incomplete. Hire charges will continue until such rectification is complete. This condition must be met by the Hirer notwithstanding any insurance claim which may be pending. Standing-time hire charges at full rate will be made at the discretion of the Owners in any instances where, in the opinion of the Owners, an unreasonable amount of time is taken to settle a claim for lost equipment. The Hirer should cover by insurance the indemnity given by the Owner, in these Clauses.

16. INVALIDATION

Should any of these terms and conditions be held to be invalid such invalidation will not affect the validity of the remaining terms and conditions.