

Packet Data Systems Ltd

Terms and Conditions for Rental

1 GENERAL

The following terms and conditions constitute the entire agreement between the Customer and Packet Data Systems Ltd (hereinafter referred to as the Company) for the hire of certain Equipment. Unless otherwise agreed in writing by the Company, these terms and conditions will apply to all transactions between the hirer and the Company to the exclusion of any terms and conditions put forward. The 'Equipment' means Equipment, manuals, accessories and other items provided for its use.

2 HIRE CHARGES

The charge for hire shall be at the rates quoted. Charges shall be invoiced in advance. The term of the hire shall be for a minimum of 1 week and shall continue to be charged thereafter for COMPLETE rental periods. There is a minimum charge of £195.00 excluding delivery/collection charges which the Customer accepts upon commencement of the hire irrespective of its duration.

Weekly Rental Periods: the hire charge will be based on full weeks. A week is taken to be seven consecutive days (including Bank holidays), including the day the hire commences.

Monthly Rental Periods: the hire charges will be charged based on full calendar months.

If the actual period of rental is shorter than the period of rental initially agreed at the commencement of the hire, the Company reserve the right to recalculate the rental based upon the actual period of rental and also charge for a complete rental period in full.

The Company reserve the right at any time to alter hire charges, delivery/collection charges, discounts, product literature and website information.

3 PAYMENT TERMS

The terms of payment, unless otherwise agreed in writing by an authorised representative are:-

- Payment in full prior to supply of Equipment regardless of any extended terms that the Customer may be involved in.
- Payment may be made by way of telegraphic transfer, credit card, company cheque or bankers order. In the cases of company cheque or bankers order the Equipment shall not be despatched until funds have been cleared into our bank account.
- All prices quoted are the actual amounts payable to us free of all deductions whatsoever and are F.O.B the port or airport nearest to the office from which the Equipment is supplied.
- Stipulations as to time of payment shall be deemed to be the essence of the contract.
- Default by the Customer in making any payment on the due date will also entitle us to refuse to make delivery of any further Equipment (whether ordered under the same contract as that under which the default was made, or not) without thereby incurring liability whatsoever to the Customer.
- No deductions shall be made by the Customer in respect of any set-off or counterclaim howsoever arising.
- For extensions to contracts, invoices issued are payable immediately upon receipt by the Customer, and in any case not later than 7 days from the date of the invoice.
- If the Customer fails to make payment for any products supplied to him on the due date therefore as above provided, without prejudice to any other rights we may have, the Company reserves the right to charge interest of 5% above base rate, the time being calculated on a daily basis, on the outstanding balance from the due date of payment to the receipt in full of said payment.

4 COMMENCEMENT & TERMINATION OF HIRE

Commencement

The Hire period shall commence on the day the Equipment is either collected by the Customer from the Company's premises or when delivered to the site advised by the Customer.

Termination

It is the Customer's sole responsibility to inform the Company of their intention to terminate the hire prior to the expiry of the hire period and to arrange the return of the Equipment at the Customer's cost. The Company reserve the right to charge the Customer for any further rental periods if the Customer fails to notify the Company of its intention to terminate the hire.

Where the Customer has agreed to purchase the Equipment, the hire will be deemed to terminate when the Customer has paid the Company for the Equipment in full.

Without prejudice to any other rights under these conditions and in particular the Customer's responsibility to inform the Company of the Customer's intention to terminate the hire, the Company may terminate the hire of the Equipment at any time by giving the Customer seven days notice in writing.

5 DELIVERY, PACKAGING & COLLECTION

In addition to the hire charges, separate charges will be made for delivery and collection of the Equipment. The packaging materials are chargeable in full if not returned upon completion of hire.

It is the Customer's sole responsibility to ensure that the Equipment is properly packaged for transportation before the Equipment is made available for collection.

Where the Equipment is to be collected by the Company or their appointed agents, it is the Customer's responsibility to ensure that the Equipment is made available for collection at the agreed time. If the Equipment is not made available for collection at the agreed time or is not packaged suitably, the Company reserve the right to charge the costs of the failed collection to the Customer.

Where the Customer's own transport is used it is the Customer's responsibility to adequately pack and protect the Equipment for the return transit to the Company's premises. It is the Customer's responsibility to agree the method of delivery/collection to be used prior to commencement of the hire and to obtain the Company's permission when the Customer's own transport is used.

Delivery dates when quoted, are best estimates and every endeavour will be made to adhere to them. In no circumstances shall the Company be liable for any delay in delivery.

6 INDEMNITIES

The Customer expressly acknowledges that the Company is not the original manufacturer of the Equipment, and that the Equipment has been selected by the Customer as suitable for its purpose. The Customer accordingly agrees and acknowledges that all conditions, warranties or representations whether express or implied or statutory or otherwise in respect of the Equipment or its fitness for any particular purpose are hereby expressly excluded;

Any claim for damages by the Customer against the Company arising out of the Customer's use of the Equipment shall, subject to the owners admitting liability or being found liable for such damages, be limited in amount to the total amount of the rental payments paid by the Customer for the Equipment to the Company as at the date of the Company receiving notification of any such claim. The Customer shall be solely responsible for and hold the Company fully indemnified against any loss or damage (excluding death or personal injury) to the Equipment and any loss of profit, cost or expenses and any loss or damage

(excluding death or personal injury) to any property arising in connection with any of the said Equipment or as a result of the use thereof.

The Company shall not be liable for any loss other than death and personal injury which may arise out of or in connection with the failure of the said Equipment for whatever reason. Save as provided by law, the Company exclude all warranties relating to the Equipment and the Customer's use thereof except as specifically stated herein.

7 CUSTOMER'S OBLIGATIONS

The Customer agrees with the Company for the duration of the hire contract as follows:-

- To inspect the Equipment immediately on delivery thereto and to notify the Company within 24 hours of delivery by fax or telephone that the Equipment is either defective or otherwise not in accordance with the contract. If no such notification is given the Equipment shall be deemed to be complete and in good order and condition and fit for the purpose for which it is required by the Customer and the Customer shall be bound to accept and pay for the same accordingly;
- To keep the Equipment in the Customer's own possession and on his own premises and not to remove the Equipment in any manner except as authorised in writing by the Company and, if so authorised, to give prompt written notice of the change of address or relocation to the Company furthermore not to permit the Equipment to be taken to Countries prohibited by the Department of Trade or United States Bureau of Foreign Commerce.
- Not to use or permit the Equipment to be used in contravention of any statutory provision or regulation or in any way contrary to law.
- To notify the Company as soon as possible of any changes of address, phone number, email address or other appropriate details.
- Not to obliterate, move or to deface or cover any of the Company's or manufacturer's identification numbers or marks or any nameplate that should be upon the Equipment.
- Not to assign or transfer the benefit of this agreement in whole or part with possession of the Equipment or part of it.
- To allow the Company or its duly authorised agent or representative upon reasonable notice at any time access to inspect repair, service and collect the Equipment (as appropriate).
- To repay the Company on demand all costs, charges and expenses incurred in any way by reason of any breach of these terms and conditions by the Company including, but not by way of limitation, all costs, charges and expenses incurred in ascertaining the whereabouts of the Equipment or recovering possession of the Equipment from the Customer or other person and any consequential loss and/or costs suffered by the Company as a result of the failure of the Customer to return the Equipment in accordance with these terms and conditions.
- To use the Equipment in a proper manner and with all reasonable care and to operate the Equipment in accordance with any instructions and training issued for it. The Customer will also ensure that the Equipment is operated and used only by properly skilled and trained professional personnel under proper and appropriate supervision.
- For deliveries within the European Union to assume upon receipt of the Equipment until returned to the Company or Company's appointed agents the entire risk of loss or damage to the Equipment from any occurrence whatsoever.
- The Customer undertakes to arrange at its own expenses appropriate insurance cover with an approved insurance company against all insurable risks and to produce on request to the Company evidence of such insurance and the payment of premiums thereunder.
- To notify the Company in writing immediately of any loss or damage to the Equipment and on demand reimburse the Company in respect thereof within 30 days of the occurrence. The Company shall continue to charge the Customer the full cost of hire for the Equipment until such payment is received. The Customer shall be liable for the full replacement cost of the Equipment as new.
- To keep the Equipment free from distress execution or other legal process and not create or allow to be created any lien over the Equipment.
- Not to sell, assign, let on hire or transfer the benefit of hire contract in whole or in part with possession of the said Equipment or any part of it at any time during the hire.
- Not to make any alterations, modifications, or adjustments or attempt any repairs to the Equipment.

8 EQUIPMENT FAILURE

a) Should the Equipment cease to function or develop a fault it is the Customer's responsibility to report this to the Company with 24 hours of discovery of such a fault.

b) Upon discovery of such a fault the Customer shall immediately cease to use the Equipment. Any use of the Equipment after a fault is discovered shall be entirely at the Customer's risk and the Company shall have no liability whatsoever for any loss or damage arising from the continued use or attempted use of such Equipment.

c) The Company accepts no responsibility or liability for any damage to, or failure of operation of the Equipment due to any incompatibility with other equipment used by the Customer and the Customer shall bear all liability thereof.

9 COMPANY'S OBLIGATIONS

The Company will maintain the said Equipment at no cost to the Customer and will provide such service at the Company's premises during normal business hours save that the Customer will be liable for the cost of any repairs necessary as a result of a breach of clauses.

10 FORCE MAJEURE

The Company shall have no liability in respect of failure to deliver or perform or delay in delivering or performing any obligations under the contract due to any cause outside the reasonable control of the Company including but not limited to act of God, fire, floods, war and civil disturbances or riot, acts of government, currency restriction, labour disputes, strikes, unavailability of materials or failure of supplier, carrier or contractor to deliver on time.

11 PROPER LAW

This agreement is governed by and regulated in accordance with English law and the English courts will have nonexclusive jurisdiction in the resolution of any dispute.

PACKET DATA SYSTEMS LTD

The Wharf, P.O Box 48, Pangbourne, Berkshire, RG8 7EG, UK

Tel: +44 (0)118 984 5944 Fax: +44 (0)118 984 4559

e-mail: info@pds-test.co.uk website: www.pds-test.co.uk