

# Rental Terms & Conditions

BY ACCEPTANCE AND USE OF THIS EQUIPMENT, THE CUSTOMER IS BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT:

THE CUSTOMER'S SIGNATURE IS NOT REQUIRED. No modification of the terms of this Agreement shall be allowed unless agreed in writing and signed by us.

1. Period of Hire

The period of hire shall be for a minimum of one month and thereafter extendible monthly or part thereof. The hire starts from the time the equipment is delivered to the customer or an agreed site, and continues until the equipment is returned to Sensor Technology Ltd's premises **NOTWITHSTANDING THAT A DIFFERENT RENTAL TERM IS SET FORTH ON THE CUSTOMER'S PURCHASE ORDER.**

2. Hire Charge

All prices quoted are net ex-works and exclusive of VAT, which will be charged at the prevailing rate at tax, point date. Sensor Technology Ltd reserves the right to alter the rental charge for equipment already on hire and will give reasonable notice to that effect. An option to purchase is available.

3. Delivery

Shipments will be made by an approved carrier and at the customer's expense. Sensor Technology Ltd will use all reasonable endeavours to meet quoted delivery dates but will not be liable for delay in delivery arising from whatever cause.

4. Acceptance of Equipment

Unless Sensor Technology Ltd is notified within 48 hours of receipt of equipment by the customer, the equipment will be held to have been delivered in good operating condition and to be in complete accordance with the customer's order.

5. Repair & Replacement of Equipment

Sensor Technology Ltd shall at its expense endeavour to repair any item of equipment that becomes defective during the rental period through no fault of the customer or his staff. In the event that any item does not operate properly, the customer shall notify Sensor Technology Ltd and request instructions before taking remedial action or returning same to Sensor Technology Ltd. In the event that equipment cannot be repaired, Sensor Technology Ltd will endeavour to provide a suitable replacement. In the event that any item of equipment requires repair or calibration as a result of negligence, misuse or abuse of such item by the customer or his employees, the customer will bear the entire cost of any such repair or calibration, including transportation costs. Sensor Technology Ltd does not warrant the merchantability of the equipment or its fitness for any particular purpose or use.

6. Customer's Obligations

The customer shall during the continuance of the hire period:

- A 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 Sensor Technology Ltd in writing of its destination and in any event, not allowing said equipment to be transferred to any country prohibited by the Department of Trade and Industry or the US Department of Commerce.
- B Repay Sensor Technology Ltd on demand all costs, charges and expenses incurred in any way by reason of any breach of these terms and conditions by the customer including but not by way of limitation, all costs, charges and expenses incurred in ascertaining the equipment's whereabouts.
- C Keep the equipment in good condition and not subject to any misuse - normal wear and tear accepted - while the said equipment is in the customer's possession.
- D Permit Sensor Technology Ltd or their authorised representative at all reasonable times to enter upon premises or vessel where the said equipment may be inspected, repaired or tested.
- E Preserve Sensor Technology Ltd's identification marks or any nameplate that should be upon the said equipment.
- F Notify Sensor Technology Ltd in writing immediately of any loss or damage to the said equipment and, on demand, reimburse Sensor Technology Ltd in respect thereof within 30 days of the occurrence the full cost of repair or replacement. Where the equipment is damaged the hire charges will continue until the equipment is delivered to our Laboratory.
- G Arrange at the customer's expense, adequate insurance coverage for the loss or damage of the equipment from the moment it is received with the customer (or delivered to a designated site) until the said equipment is received at our Laboratory. Alternatively the customer may request and Sensor Technology Ltd may agree to arrange insurance cover for the equipment and Sensor Technology Ltd will charge and the customer will pay for such insurance.
- H Take all reasonable and practical steps to ensure that the equipment use conforms with all Government statutes (particularly the Health and Safety at Work Act 1974 section 2(2)(b) and 2(2)(c)). Further to be responsible for and indemnify Sensor Technology Ltd against any loss, damage, injury, death to person or property for whatever reason.
- I Not sell, assign, sub-rent or transfer the benefit of the contract in part or in whole or to part with possession of the said equipment or any part of it at any time during the rental.
- J Not make any alterations, modifications, or technical adjustments or do or attempt to do any repairs to the said equipment without the written consent of Sensor Technology Ltd.
- K Any items or non-expendable material not returned to Sensor Technology Ltd will be charged to the customer at the full replacement cost or £25-00 whichever ever is the greater.

7. Payment Terms

Payments shall be due within 30 days of date of invoice. In addition, if any such rental fee or other amount remains unpaid more than 30 days after the date it is due, Sensor Technology Ltd shall have the right to charge interest at the rate of 2% per month on sums unpaid calculated from the date due until payment. In the event that payment is not received 30 days after the due date, Sensor Technology Ltd has the right to terminate the agreement and recover the equipment at the customer's expense without prior notice.

8. Cancellation

If the customer cancels part or all of the agreement prior to commencement of the rental, such cancellation can only be accepted with Sensor Technology Ltd's consent and on terms that indemnify against loss.

9. Rental Rates and Discounts

Rental rates and discounts may be subject to change without prior notice. At present they are: 1st Month - 14% of purchase price; 2nd Month - 11% of purchase price; 3rd Month - 8% of purchase price; 4th Month and subsequent months - 7% of purchase price. Part months will be charged on a daily pro-rata basis. One month = 30 days. Carriage and Packing will be charged at cost. Should the customer wish to subsequently purchase the equipment, 75% of rental paid for the first 6 months will be allowed and 50% of the rental paid for subsequent months will be allowed.

10. Termination of Hire

The hire is terminated when the equipment is returned to Sensor Technology Ltd's premises or when the customer has arranged for collection with Sensor Technology Ltd.

11. Return of Equipment

It is the customer's responsibility to return the equipment at the expiry termination by his own transport or an approved carrier OR to make the equipment available for collection by Sensor Technology Ltd's nominated transport. In either case the customer retains the responsibility to ensure the safety and security of the equipment until the equipment is received at Sensor Technology Ltd's premises. Sensor Technology Ltd packing materials are chargeable in full if not returned upon termination of the hire.