

TERMS & CONDITIONS OF RENTAL

General

The "Supplier" is Aquatec Group Limited, owner and supplier of the rental equipment. The "Customer" is any person or company who rents the equipment from the Supplier. "Equipment" means Equipment provided by the Supplier in accordance with the Suppliers standard terms and conditions of rental. No contract in respect of the Equipment between the Supplier and the Customer shall exist until the Customers order has been accepted by the Supplier. In the event that the Customers order seeks to make the rental subject to terms different from these conditions, acceptance of the Customers order by the Supplier shall be deemed to be a fresh offer by the Supplier on the basis of these conditions.

Prices

Acceptance and quotation validity periods are expressed on the individual quote document. Prices quoted are ex-works unless otherwise stated and do not include VAT or other taxes. Prices to the Buyer are subject to change without notice after the date of the Seller's acceptance of the Buyer's order where the Seller has incurred increased costs due to exchange rate change, import duty change, increased prices from supplier or surcharges. Prices are only valid for the stated payment terms. Any requested variation of payment terms may incur additional fees, including those described below for Credit terms.

Payment

Payment terms are as stated in the accompanying document. Payments are to be made in Pounds Sterling unless otherwise stated. The Supplier reserves the right to charge interest on payments not received by the due date. Interest will be charged at a rate of 3% of the overdue amount per month commencing on the day following the due date. The Supplier reserves the right to suspend deliveries and warranty service where payment is not received in accordance with these conditions of rental.

Credit

The Seller is not obliged to offer trade credit. Where trade credit is offered, this will be subject to the Buyer's satisfactory credit history, and may attract an additional service fee. Any trade credit offered will be withdrawn if the agreed credit terms are breached. Where the Seller offers a facility to accept payment by credit card, this will attract an additional 5% handling fee.

Rental Period

Unless otherwise stated, the rental period commences from on the date of despatch of the Equipment from the Suppliers premises and terminates when the Equipment is received by the Supplier at their premises. The rental period may be extended at the request of the Customer, subject to approval by the Supplier. After the initial rental period, a day rate will be charged.

Delivery and Mobilisation

Delivery is quoted in accordance with INCOTERMS 2020. If there is a delay to the agreed mobilisation date, the Supplier will advise the Customer and if possible advise a revised mobilisation time. Late delivery does not entitle the Customer to cancel his order.

Suppliers Responsibilities

The Supplier will supply the agreed Equipment, including manuals and calibration certificates as needed. The Supplier is not liable for any faults due to normal wear and tear, use of parts not supplied by Aquatec, incorrect handling, inadequate maintenance or overload. The Customer must obtain written permission for any changes or modification to the Equipment, or will be responsible for the cost of returning the Equipment to its state when supplied.

Customers Responsibilities

The Customer is responsible for checking the Equipment when received and determining its suitability. The Customer shall take appropriate care of the Equipment, as outlined in the manual, and protect it from theft, damage or other risks. Any damage, loss or damage as a result of changes to the state of the Equipment or incorrect use is the responsibility of the Customer. The Customer must return the Equipment in good working order and condition, including all documentation and software supplied.

Ownership and Risk

The Equipment remains the property of the Supplier at all times, including all documentation and software. The risk in the Equipment shall pass to the Customer upon despatch of the Equipment, and shall remain with the Customer until received by the Supplier at their premises. At any time the Supplier may recover from the Customer the Equipment remaining in the Customers possession, and for the purposes thereof may enter upon any premises of or occupied by the Customer or any third party (with the consent of that third party).

Currency

Where prices are quoted or agreed in a currency other than Pounds Sterling (GBP), if the GBP: Currency exchange rate increases by more than 5% from the rate prevailing on the date of order acceptance to the spot rate as listed by the Bank of England at the time payment is made, the Seller reserves the right to charge for any excess beyond the 5% increase. Where the rate decreases by more than 5%, the Buyer may request a reduction for any excess beyond the 5% decrease provided payment is made within the stated terms.

Consumables

Consumables such as spare batteries will be provided on a sale or return basis in sealed packaging. If the seals are broken, the Customer will liable for payment.

Cancellations and Reschedules

Requests to cancel or reschedule orders must be made in writing by the Customer to the Supplier. The Supplier is under no obligation to accept such cancellations or reschedules. The Supplier reserves the right to make a charge to the Customer to recover the costs and loss of profit incurred by the Supplier due to such cancellation or rescheduling. The Supplier may withhold or cancel further deliveries under the contract of rental and may recover all losses resulting there from if the Customer fails to make payment on the due date under any contract with the Supplier or enters into a composition with its creditors, or (being a company) has a receiver appointed or passes a resolution for winding up or if a Court shall order it to be wound up, or commits an available act of bankruptcy.

Insurance

The Customer is required to insure the Equipment for the duration of the rental period (as defined previously). The replacement value of the Equipment can be obtained from the Supplier.

Re-hiring

The Customer shall not re-hire, sub-let or lend the Equipment to a third party without prior written approval from the Supplier. The Customer shall not deface, remove or cover up the Suppliers logo or labelling, or attempt to indicate the Equipment is any other party's property.

Warranty and Liability

The Supplier will supply the Equipment in good working order and condition. If the Customer finds the Equipment to be defective on receipt,

the Supplier will investigate and endeavour to fix the faults. If the Equipment is damaged or breaks down during the rental period, the Customer will be responsible for the costs to repair the Equipment. The Customer will be liable for any damage caused due to leaks, if the anti-tamper seal on the Equipment is broken. The Customer will notify the Supplier immediately of any accidents involving the Equipment. The Supplier is not liable for any loss experienced due to breakdown or incorrect use, including damage to other instruments. Nothing in these Conditions limits or excludes the liability for either party for death or personal injury caused by negligence, fraud or fraudulent misrepresentation. Whilst every effort is made by the Supplier to ensure the accuracy of any technical data or literature made available in relation to the Equipment, the supplier accepts no responsibility for any damage, injury or material loss arising from any errors or omissions in such technical data.

Force Majeure

The Supplier shall have no liability in respect of failure to deliver or perform or delay in delivering or performing any obligations to the Customer due to any cause of whatsoever nature outside the reasonable control of the Supplier, including but not limited to causes arising from acts or omissions of the Customer.

Origin of Equipment

The Supplier makes no representation and gives no warranty in respect of the source or origin of manufacture of the Equipment.

Export Control Regulations

Some or all of the Equipment supplied by the Supplier may be subject to Export Control Regulations. Such Equipment may not be exported by the Customer without prior approval of the relevant authorities. It is the responsibility of the Customer to obtain such approval. Under no circumstances shall the Supplier be liable for any loss or damages incurred by the Customer as a result of the Customers contravention of any Export Control Regulations.

Law

These conditions shall be read and construed in accordance with the internal Laws of England. E & OE.