

**EUROPEAN MANAGEMENT & MARINE CORP.  
CONDITIONS OF RENTAL**

**1. GENERAL**

The conditions outlined below are those associated with the hire of plant and equipment by European Management & Marine Corp. (hereinafter called "**the Company**") to any other firm, organisation or party (hereinafter called "**the Hirer**").

**2. ACCEPTANCE OF ORDERS**

All orders by **the Hirer** (which must be in writing) against quotations from **the Company** are subject to acceptance in writing by **the Company**. Any variations to the order will only be accepted in writing by **the Hirer**.

**3. CANCELLATION OF ORDERS**

Cancellations of orders by **the Hirer** after acceptance of the order by **the Company** will only be accepted if confirmed in writing within 14 days of acceptance. Cancellation charges in these cases will be based on the cost accrued to **the Company** at the time of the cancellation plus 15% of quotation total.

**4. RETENTION OF TITLE**

It is an essential condition that the title to the plant and equipment remains the property of **the Company** at all times.

**5. HIRER'S RESPONSIBILITIES**

- a) **The Hirer** undertakes throughout the duration of the hire to keep the plant and equipment in good condition and working order at all times and will be responsible for any loss or damage to the same from whatever cause that may arise, notwithstanding that no fault can be imputed to **the Hirer** who will notify **the Company** immediately in writing within 24 hours of the extent of the loss or damage. **The Hirer** will at the same time notify **the Company** as to how the loss or damage occurred.
- b) **The Hirer** will be responsible to **the Company** for the full replacement cost of plant or equipment or any part thereof which may be lost or stolen and for the full repairs cost, including parts, labour and overhead elements on items damaged during the hire period. This condition must be met by **the Hirer** in the first instance notwithstanding any insurance claim or claim against third parties against **the Company** of **the Hirer** which may be pending.
- c) **The Hirer** will not alter or modify the plant or equipment without permission of **the Company** and all such alterations or modifications are undertaken at **the Hirer's** cost and without right to claim recompense against **the Company**. At the termination of the contract, **the Hirer** will be responsible for reinstating the plant or equipment back to its original condition at **the Hirer's** expense, failing which **the Company** shall be entitled to restore the said plant and equipment to its original condition and invoice **the Hirer** for the costs thereof.
- d) **The Hirer** shall fully and completely indemnify **the Company** in respect of any claims by any party whomsoever for loss, injury and damage to person or property caused by or in connection with or arising out of the use of the plant or equipment and in respect of all costs and charges in connection herewith, whether arising under statute or common law. **The Hirer** will cover this indemnity by insurance with a reputable company.
- e) **The Hirer** will be responsible for compliance with all the laws and regulations applicable to the plant and equipment and to the work being performed and will be reasonable for obtaining all necessary permission for the use of the plant and machinery and the carrying out or work being performed.

- f) **The Hirer** is responsible for daily maintenance. Costs for maintenance assistance are for **the Hirer's** account.
- g) **The Hirer** is responsible for fuel, lubricating oil and spares used during rental period, for **the Hirer's** account.
- h) Plant and equipment hired shall only be used for the purpose for which it is made. Overloading is not allowed. Trained operators only shall operate equipment. It is **the Hirer's** responsibility to ensure no malpractice takes place.
- i) Repairs to the plant and equipment are only to be carried out on written approval of **the Company**.

## 6. CONDITIONS OF PLANT AND EQUIPMENT ON DELIVERY

- a) Pre-hire surveys of the plant and equipment may be undertaken by independent inspection authorities approved by **the Company** at **the Hirer's** request and expense. **The Hirer** must immediately intimate to **the Company** in writing any faults or defects in the plant equipment revealed thereby. If such a survey is not requested, the plant and equipment shall be deemed fit for use to **the Hirer's** satisfaction, in good order and condition and suitable for **the Hirer's** purpose on delivery. The signing of the Delivery Note constitutes this but it is expressly stated **the Company** gives no warranty as to the condition of the plant and equipment or any part thereof. On return of the plant or equipment, a further independent inspection can be undertaken at **the Hirer's** request and expense.
- b) All equipment will be prepared and made ready for loading, the cost of relevant slings will be charged as sale item (price list to be included in the quote).

## 7. HIRE PERIODS

- a) The plant and equipment shall be deemed to be on hire from the time it is collected or delivered on **the Hirer's** behalf from **the Company's** depot or place where last employed or from a date agreed by both parties. It shall continue to remain on hire until it is received back at **the Company's** depot or such other place accepted in writing by **the Company** for return, in its original condition at commencement of hire, fair wear and tear accepted.
- b) In the event or repairs needed, it will be **the Company's** responsibility to inform **the Hirer** of the said damage and allowed 72 hours for **the Hirer** to reply as to whether inspection is necessary or not. Failure to reply will constitute the go ahead with the repair at **the Hirer's** expense. Delay in inspection could result in continuation of rental.
- c) All plant and equipment is hired on a minimum hire period of 7 days or as agreed in writing at the time of hire.

## 8. PRICING AND PAYMENT TERMS

- a) A quotations are valid for 30 (thirty) days from date of issue of quotation unless otherwise stipulated.
- b) **The Hirer** will be responsible for all transportation and insurance costs associated with the delivery and return of the plant and equipment, transport and handling arranged by **the Company** on behalf of **the Hirer** will be due. Insurance to be arranged by **the Hirer**. Crane and manpower used in executing the mobilisation and demobilisation of equipment from and into EMM. storage facilities will be charged extra.
- c) All prices quoted are subject to V.A.T. at the appropriate rate at time of invoicing.
- d) All payment terms are net monthly.

## 9. LIABILITIES

- a) **The Company** shall have the right, without prejudice to its other rights or remedies, to terminate or cancel or suspend the performance of the contract or any part thereof should **the Hirer** be in default of any of its obligations under this contract or should there be any amount due and unpaid by **the Hirer's** obligation under this contract or any other contract and said termination, cancellation or suspension shall entitle **the Company** to recover immediately possession of the plant and equipment hired and to enter upon the premises of **the Hirer** in order to recover the same.
  
- b) If **the Company** is at any time unable to perform its obligations for any circumstances beyond its control (as hereinafter defined) it shall be entitled on notice to **the Hirer** given within a reasonable time either to terminate or suspend the contract or any part of it without incurring any liability whatsoever to **the Hirer**. Without limitation, circumstances beyond **the Company's** control shall include war, civil commotion or insurrection strikes, lock-outs or other labour or industrial disputes, legislation whether by statute, regulation, instrument or order, earthquakes, fire, flooding, tempest or abnormal weather conditions, breakdown or interruption of or disruption in supplies, plant machinery or equipment or transport and all other occurrences or circumstances which prevent, hinder or delay **the Company's** performance of the contract.

#### **10. LEGAL CONSIDERATION**

These conditions shall be governed by and confirmed in accordance with the Laws of Scotland and the parties hereto agree for this purpose the jurisdiction of the Courts of Scotland.