

**STANDARD TERMS AND CONDITIONS OF DAILY AND/OR MONTHLY RENTAL**

**OVERVIEW**

- 1 - Daily rates are for a minimum of 7 days. Monthly rates are for a minimum of 3 months. Rates will NOT be adjusted / re-negotiated after price commitment.
- 2 - Prices quoted above exclude VAT and transport. This is for the client's account - in both directions.
- 3 - Prices quoted are subject to prior sale, and are further subject to change without notice.
- 4 - Accessories (eg: stands, discharge connections and guide claws) are not included. Please confirm this and other accessory requirements upon booking.
- 5 - While on hire, the equipment remains the property of ITT WWW (Pty) Ltd, but the sole responsibility of the client.
- 6 - The equipment will be considered "On hire" from the day of departure from the ITT WWW (Pty) Ltd premises, up to and including the day returned to the ITT WWW (Pty) Ltd premises.
- 7 - Any other arrangements pertaining to Item 6 must be agreed to in writing by ITT WWW (Pty) Ltd prior to the client signing the contract (allowance for transport, etc).
- 8 - Any damage to the units is for the client's account, normal wear and tear excepted. Signing the contract is deemed to be acceptance of this clause.
  - a) In the event of failure by the lessor to provide an order number for repair costs, ITT WWW SA (Pty) Ltd reserves the right to invoice the repair using the rental order number. Signing the contract is deemed to be acceptance of this clause.
  - 9 - Lost or stolen units while on hire will be replaced at full current ITT WWW (Pty) Ltd list prices nett by the client.
- 10 - Terms are strictly 30 days NETT for patrons with accounts. Preferential pricing arrangements may only be agreed upon by the National Rental Manager.
- 11 - Rates are as per calendar, inclusive of weekends and public holidays. Invoicing will be generated on a monthly basis or part thereof.

**GENERAL TERMS AND CONDITIONS**

**1: RENTAL PERIOD:** The standard contract rental period starts on the day the equipment leaves the rental warehouse and ends on the day on which it is returned to that warehouse, both inclusive. In the event of partial return of the equipment, the non-returned equipment shall continue to earn rental until the day on which it is returned to the rental warehouse. If ITT WWW (Pty) Ltd are the collection agency, **the client must advise ITT WWW (Pty) Ltd Rental personnel immediately, in writing, of the cessation of the contract.** Failure to do this results in the standard rental contract period being billed as above.

**2: CONTRACT DURATION:** The daily contract shall have a minimum duration of seven (7) days. The monthly contract shall have a minimum duration of three (3) months. The user may exercise an option to extend the contract, day by day – or month by month, on identical terms. The minimum billable amounts are as indicated overleaf.

**3: DELIVERY, RETURN AND INSPECTION OF THE RENTED EQUIPMENT:** The equipment shall be delivered, returned and inspected on working days during the business hours of ITT WWW (Pty) Ltd in the warehouse of ITT WWW (Pty) Ltd. **Transport shall always be at the customer's risk and for the customer's account in both directions**, and ITT WWW (Pty) Ltd shall not be liable for any delay or risk involved therein. The equipment shall be received by the customer in full working order, as acknowledged by the customer, and the customer is obliged to return it in the same condition. ITT WWW (Pty) Ltd shall be responsible for inspecting the equipment, for the cost of parts replaced as a result of wear due to normal use of the equipment, and for labour and consumables.

**IMPORTANT:** The customer shall bear sole liability for:

- a) The value of non-returned equipment, whatever the cause of non-return may be (loss, theft, accident, etc.).
- b) The value of wear or damage to equipment resulting from abnormal or improper use (caustic liquids, cement, impacts, breakage, excessive abrasion, etc.) found on the equipment's return or during its use.

In either case, the technical services of ITT WWW (Pty) Ltd shall be responsible for assessing the total amount to be charged to the customer.

**4: SURCHARGE FOR LATE PAYMENT:** The late payment of any of the amounts due under this contract shall cause such amounts to earn daily interest at a rate of 0.05%. Once the contract has been rescinded for whatever reason, failure by the customer to return the equipment in the agreed manner shall cause the equipment to earn three times the agreed rental for each day of delay.

**5: MAINTENANCE OF THE RENTED EQUIPMENT:** The customer shall take all due care to ensure that the equipment for which it has sole liability (including for third-party damages) is properly maintained, following any instructions supplied for the purpose, and they shall moreover be **exclusively liable for any damages caused by incorrect handling**. The customer expressly authorises the rental company to inspect, in situ and at any time, the operating conditions and state of pumps and other materials.

**6: GUARANTEE OF THE RENTED EQUIPMENT:** ITT WWW (Pty) Ltd guarantees that, at the time of supply, the pump demonstrates a hydraulic performance within 10% of the factory performance curve, as per ISO9906. In the event that a pump breaks down under warranty conditions, ITT WWW (Pty) Ltd undertakes to either repair it in their workshops or to replace it within the shortest possible time. The incident may be reported by telephone provided that immediate confirmation thereof is sent by fax or e-mail. ITT WWW (Pty) Ltd shall not be liable for any damages arising therefrom. In this case, no rental shall be payable for the period elapsing from the date on which the breakdown is reported to that on which the equipment is replaced or repaired. In the event that, after inspection, the breakdown is not declared a warranty-related issue, the client will be liable for all extra costs incurred, including, but not limited to: loss of rental for both units; travelling, accommodation and subsistence costs; and labour costs.

**7: OPTION TO PURCHASE:** The customer may exercise an option to purchase the rented equipment, after an 8-month minimum rental period has elapsed. In this event ITT WWW (Pty) Ltd shall offer the equipment at its current retail market value - taking depreciation into account, and the rental invoicing shall cease on the day on which the offer is accepted. If the customer is to exercise this option, it is essential for it to be up-to-date with all invoiced rental payments.

**8: OWNERSHIP:** The rented equipment remains the sole property of ITT WWW (Pty) Ltd, so the customer may not dispose of, sell or transfer it, and undertakes to mention this contract and the ownership of the equipment in any circumstance that may so require, especially in proceedings for distraint or seizure of assets, and shall be liable for any damages incurred by the rental company as a result of any omission in this respect.

**9: INSURANCE:** ITT WWW (Pty) Ltd has not taken out insurance on the rented equipment. The customer may, if they judge fit, insure any risks acquired in respect of the equipment (theft, fire, civil liability, etc.). If the customer fails to do so, they shall be directly and personally liable for any damages sustained by the equipment, and for any destruction or disappearance thereof.

**10: TERMS OF PAYMENT:** An invoice shall be made out at the fiscal month-end of ITT WWW (Pty) Ltd for the amount of rental accrued under this contract, and it shall be paid as per the terms indicated overleaf.

**11: GROUNDS FOR RESCISSION:** The following shall be grounds for rescission of this contract, in addition to the expiry of any pre-set period:

- a) Failure to pay, in whole or in part, the agreed rental price.
- b) Improper use of the equipment or faulty maintenance observed by ITT WWW (Pty) Ltd during its inspections.
- c) Declaration of bankruptcy or suspension of payments affecting the customer.
- d) Any kind of transfer of the equipment by the customer, or the imposition thereon of any lien.
- e) Default by the customer on any of the obligations or terms agreed upon in this contract.

The contract shall be rescinded automatically, without prejudice to any legal actions that ITT WWW (Pty) Ltd may be entitled to undertake. Once the contract has been rescinded, ITT WWW (Pty) Ltd shall repossess the rented equipment, wherever it may be.

**12: JURISDICTION:** Any disputes arising from the construction, implementation or fulfilment of this contract shall be referred to the jurisdiction of the courts and tribunals of South Africa. The parties expressly waive their right to bring legal proceedings in any other jurisdictions that may correspond to them, and it is understood that the place in which the contract shall be carried out is South Africa.