

General Terms and Conditions of Access Platforms & Equipment Rental.

<p><u>Article 1: Definitions</u></p> <p>“Agreement” shall mean the Rental Agreement and all attachments thereto. All terms defined in the agreement shall have the same meaning herein.</p> <p>“Equipment” shall mean the machinery, equipment and other assets of the Lessor, which is the subject matter of the agreement and described under “Equipment Description” of Rental Agreement.</p> <p>Lessor’s Depot shall mean the Lessor’s facility in Dubai Investment Park, United Arab Emirates.</p> <p><u>Article 2: Possession and Return</u></p> <p>Lessor agrees to deliver possession to the Lessee and the Lessee agrees to take possession from the Lessor at the Lessor’s depot of the equipment, which will be the commencement date.</p> <p>Lessee agrees to surrender possession of the equipment in good condition to the Lessor at the Lessor’s depot on expiry or termination of the agreement.</p> <p>If the Lessee fails to surrender possession of the equipment on expiry or forfeit of the agreement for any reason whatsoever on the part of the Lessee, its servants or agents, the Lessee shall be liable to the Lessor for:</p> <p>i) Full replacement cost of the equipment ii) All rental charges until the replacement cost of the equipment is paid by the Lessee. iii) 30% of full replacement value as administration charges</p> <p><u>Article 3: Inspection</u></p> <p>Lessee agrees to inspect the Equipment, and give written notice to Lessor specifying full details in case of any defect and/or other proper objection to the Equipment within twenty-four hours after taking possession. Non-receipt of any written notice by Lessor from Lessee shall conclude that Lessee has inspected, acknowledged, and is fully satisfied that Equipment supplied by Lessor is correct and in good condition.</p> <p><u>Article 4: Use of Equipment</u></p> <p>Lessee shall use the Equipment with care and diligence and in compliance with all local laws and as set out as in the user manuals for the specific equipment.</p> <p>PERIOD OF HIRE This offer is based on the following “minimum hours” conditions: HIRE PERIOD - DAILY</p>	<p>BASIS OF CONTRACT</p> <p>The price/s quoted is/are:</p> <p>a) Fixed for a period of six months from the date of contract after which time they will be subject to review and adjusted accordingly if appropriate. b) Exclusive of operators. Any specific requirement for machine operators can be discussed on a case by case basis. c) For Access Equipment supplied with valid ‘Third Party Test Certificate’ as per the current UAE regulations. e) Strictly net. f) Exclusive of the following which will be for your supply and account;</p> <ul style="list-style-type: none"> o Diesel fuel. o Police/Municipality permits/permission if /where required. <p>Fees paid for Security passes for Manlift Middle East LLC personnel and equipment.</p> <p><u>Article 5: Maintenance, Handling and Lessor’s Inspection of Equipment</u></p> <p>The Lessee shall maintain and preserve the Equipment in good order and condition and shall ensure routine servicing is performed at specified intervals with Lessor approved genuine parts.</p> <p>Lessor reserves the right to enter the premises where the Equipment is located for inspecting, repairing or observing the use of the equipment.</p> <p>Equipment is being used by the Lessee in compliance of the Rental Agreement and such maintenance is necessary due to normal wear and tear. Technician or Operator supplied by the Lessor to the Lessee to operate the Equipment shall be under the direction and control of the Lessee and the Lessee shall be responsible for all claims arising in connection with the operation to the Equipment to the client by the Technician or Operator.</p> <p><u>SUPERVISION AT SITE</u></p> <p>Client is to provide suitably qualified supervision for the Access Equipment at all times whilst on hire. All operatives using the equipment whilst on hire to you must be fully conversant & competent with all operational aspects of the equipment.</p> <p>SITE CONDITIONS</p> <p>Suitable access and egress to be made available before the mobilisation of any Manlift Middle East LLC equipment. Hard standing level ground to be provided for Platforms to perform required duties.</p>	<p><u>Article 7: Loss and Damage to Equipment</u></p> <p>Lessee assumes full responsibility and risk for all losses and damage to Equipment and the Lessee shall be liable to the Lessor for:</p> <p>i) Full cost of replacement of the Equipment ii) Rental charges until repaid/replacement and cost thereof is paid by the lessee. iii) 30% of full replacement value as administration charges</p> <p><u>Article 8: No Implied Warranties</u></p> <p>Lessor makes no implied warranties as to any matter whatsoever including without limitation the condition of the Equipment, its merchantability or fitness for any particular purpose.</p> <p><u>Article 9: Indemnification Insurance</u></p> <p>Lessee shall indemnify Lessor against and hold Lessor free and harmless for injury, death and property damage, incase of accidents involving the Equipment and staff and any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities including legal fees arising out of or connected with or resulting from the Equipment, including without limitation to the delivery, possession, use, operation or return of Equipment.</p> <p>The Lessee shall be responsible for all risks (including fire, theft, accident etc.) relating to the equipment from leaving the depot until such time as it is returned to the Lessor’s depot.</p> <p>The Lessee is responsible to maintain at its cost all insurances necessary to cover all risks arising out of this Rental Agreement, including Third Party Liability.</p> <p><u>Article 10: Termination</u></p> <p>The rental agreement may be terminated before the expiry of the Period of Rental:</p> <p>i) by Lessor by giving 7 days written notice to the Lessee for monthly hires and 24hrs for daily and weekly hires ii) by Lessor upon failure of Lessee to clear the payment due to the Lessor iii) by Lessor upon failure of Lessee to observe or perform any provision of the rental agreement iv) by Lessor upon damage or destruction any of the equipment</p> <p>QUOTATION NOT TRANSFERABLE</p> <p>This quotation is submitted for the hire of the specified Access Equipment solely to</p>
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<p>An 8 hour minimum will be charged for hire periods of 1 day. For hire periods exceeding 1 day for the specified access equipment, an 8 hour minimum per day will be charged, applicable between the hours of 0700 and 1630 daily. Any working exceeding 8 hours, Fridays and Public holidays will be charged at an hourly rate calculated pro-rata to the daily rate as quoted.</p> <p>HIRE PERIOD - WEEKLY</p> <p>Weekly hire rates quoted are based on a working week of 48 hours, comprising 6 consecutive days at 8-hour minimum per each day, these hours being applicable between the times of 0700 to 1630 hours daily from Saturday to Thursday. Work exceeding 56 hours, Fridays and Public holidays will be charged at an hourly rate calculated pro-rata to the weekly rate as quoted.</p> <p>HIRE PERIOD - MONTHLY</p> <p>Monthly hire rates quoted are based on a working month of maximum 240-hours, comprising 30 consecutive week days at 8-hour minimum per each day, these hours being applicable between the times of 0700 to 1630 daily from Saturday to Thursday inclusive. Any time worked exceeding 240 hours, Fridays and public holidays will be charged at an hourly rate calculated pro-rata to the monthly rate as quoted.</p>	<p>ADVERSE WEATHER CONDITIONS</p> <p>In the event of inclement weather conditions, or due to force majeure such as, heavy rainfall, sand storm, high velocity of winds, unabling our Access Equipment to work - standby of the equipment will be charged as normal working hours.</p> <p><u>Article 6: Breakdown and Repairs</u></p> <p>In the event of breakdown of Equipment where the Lessee has not used the Equipment in compliance with the terms of the Agreement or if the equipment has been misused by the Lessee or its servants or exposed to items such as dirty fuel, salt spray, use of non-genuine parts etc. the Lessee shall be liable to the Lessor for:</p> <ul style="list-style-type: none"> i) Full cost of repairs or replacement of the Equipment ii) Rental charges until repaid/replacement and cost thereof is paid by the lessee. iii) 30% of full replacement value as administration charges 	<p>yourselves in conjunction with the above-mentioned proposal. No rights arising from this quotation are transferable save with our written agreement and consent.</p> <p>AVAILABILITY OF EQUIPMENT</p> <p>The equipment offered is subject to availability at the time of your requirement and will be hired in strict accordance with the Terms & Conditions of Hire as per our standard hire agreement.</p> <p>OWNERSHIP</p> <p>The Access Equipment as quoted is deemed to be on hire for the entire period and under no circumstances will they ever be considered 'For Sale'. Ownership remains with Manlift Middle East LLC PO Box 213645 Dubai, United Arab Emirates at all times.</p> <p><u>Article 11: Miscellaneous</u></p> <p>This Agreement and the rights and obligations hereunder shall be governed by and interpreted, construed and enforced in accordance with the laws of the United Arab Emirates.</p>
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