

Equipment Rental Agreement

1 DEFINITIONS

In this agreement, unless the contrary intention appears, words in bold are defined in the Appendix to this agreement (refer to last page).

2 SCOPE OF THIS AGREEMENT

2.1 This agreement applies to the rental of any equipment by Sabre Safety to 'the client'.

2.2 Unless Sabre Safety agrees with 'the client' in writing that some or all of the terms of this agreement do not apply, this agreement is automatically incorporated into all purchases orders accepted by Sabre Safety despite any attempt by 'the client' to impose additional or different terms. Terms which 'the client' attempt to impose at any time are of no effect.

3 OWNERSHIP AND USE OF EQUIPMENT

3.1 'The client' may apply to rent equipment from Sabre Safety by completing a purchase order and sending it to Sabre Safety. The purchase order must be in a form acceptable to Sabre Safety and must include the Sabre Safety quotation reference. A purchase order will constitute an irrevocable offer by 'the client' to rent the equipment of the type described in the purchase order for the rental charges on the terms of this agreement. Sabre Safety may accept or decline 'the client's' offer or accept 'the client's' offer on a conditional basis by notice to 'the client'. Once a purchase order has been accepted by Sabre Safety, 'the client' cannot cancel or withdraw it without Sabre Safety's written consent. (See section 5a for cancellation policy)

3.2 If 'the client' complies with this agreement, 'the client' has the right to use the equipment until the last day of the equipment rental period set out in the relevant purchase order. If there is no equipment rental period in the relevant purchase order 'the client' may use the equipment until the cancellation date or the date the agreement is terminated.

3.3 At all times the equipment remains the sole property of Sabre Safety and this agreement does not give 'the client' the right to purchase or dispose of the equipment at any time.

4 DELIVERY

(a) If Sabre Safety accepts 'the client's' purchase order, Sabre Safety will deliver the equipment to 'the client' to the address requested by 'the client' as detailed in the INCOTERMS.

(b) Sabre Safety will endeavour to comply with any estimated delivery dates and will employ best efforts to meet the mobilisation date agreed; assuming a minimum of 48 hours notice has been given.

Sabre Safety Limited
Sabre House
Cupar Trading Estate
Cupar
KY15 4SX

Sabre Safety Canada Ltd
11 Thornhill Drive
Dartmouth
Nova Scotia
B3B 1R9

Sabre Safety Limited
Unit 6 & 19 Robert Leonard Centre
Howe Moss Drive, Kirkhill Ind Est.
Aberdeen
AB21 0GG

5 RENTAL CHARGES AND PAYMENT

5.1 Rental Charges

(a) 'The client' agrees to rent the equipment for the rental charges. The rental charges are calculated on a daily basis for each day in the event that 'the client' has not returned the equipment to the designated demobilisation point. If the equipment is cancelled 'the client' must pay daily rental charges up to and including the cancellation date even if the equipment has been returned prior to that time. If the equipment has been lost or totally or substantially destroyed 'the client' must pay the rental charges on a daily basis until you comply with clause 12.2

(b) 'The client' must pay Sabre Safety the rental charges within 30 days of the date of Sabre Safety's invoice, unless other payments terms have been agreed in the purchase order. 'The client' must also reimburse Sabre Safety for any costs incurred by Sabre Safety in connection with renting the equipment to 'the client', including for example, the cost of any applicable taxes, imposts or duties. Payment for the equipment must be made to Sabre Safety as per INCOTERMS by electronic transfer to Sabre's account as agreed at the time of the order (unless otherwise agreed with Sabre Safety) without set off, counter claim or demand.

(c) 'The client' must pay interest on overdue amounts from the due date for payment until the amount is paid in full. Interest is calculated on daily balances at the rate of 1.5% per month (or any part of a month).

(d) Sabre Safety may vary the rental charges by giving 'the client' 30 days' notice.

(e) Unless otherwise stated in the purchase order, all rental charges are exclusive of VAT. If Sabre Safety has any liability for VAT under this agreement, 'the client' must pay Sabre Safety the full amount of VAT at the same time as making the payment to which the VAT relates. In respect of any such payment Sabre Safety will provide 'the client' with a tax invoice to enable 'the client' to claim an input tax credit.

6 RETURN OF EQUIPMENT

'The client' must return the equipment to Sabre Safety in good working order and repair to the nominated demobilisation point on the earliest of the following:

(a) If the purchase order specifies a period for the equipment rental, the last day of that period; and

(b) If the equipment rental is cancelled under clause 12, the cancellation date.

(c) In cases where the equipment is exposed to or coated with toxic chemicals, it is mandatory that you inform Sabre of the contaminating materials that may be present, and it is the client's responsibility to decontaminate the equipment to Sabres satisfaction. Failure to do so will result in additional service charges. The client shall be responsible for any repairs or service necessary to restore damaged or contaminated equipment including parts and labour.

7 'THE CLIENT'S' OBLIGATIONS WHEN RENTING EQUIPMENT

All rental equipment is cleaned and calibrated prior to renting it is the client's sole responsibility to check the item upon delivery/receipt.

7.1 It is 'The Clients' responsibility to:

- (a) keep the equipment properly serviced and in good repair and working order (normal wear and tear expected);
- (b) Comply with all laws relating to the use of the equipment by ensuring all users and service personnel are appropriately qualified and competent in the use of the equipment. It is your responsibility to ensure that all persons operating equipment are properly instructed in it's safe and correct use
- (c) Comply with manufacturer's HSE regulations and instructions in relation to use, maintenance and repair of the equipment;
- (d) Do everything necessary to protect Sabre Safety's rights as owner of the equipment; and
- (e) Only use the equipment for 'the client's' general business operations and only for the purpose for which the equipment is designed.
- (f) Pay the cost of replacing the equipment with equivalent equipment as determined by Sabre Safety if the equipment is lost or totally or substantially destroyed,

7.2 'The Client' must not;

- (a) Part with possession of the equipment;
- (b) Give another person or allow someone to acquire a security interest in the equipment;
- (c) Alter the equipment, make any addition to it or install anything in or on it without Sabre Safety's written consent;
- (d) Use the equipment for any purpose which, in Sabre Safety's opinion might endanger the safety or condition of the equipment or prejudice Sabre Safety's interest in it;
- (e) Install the equipment in any manner that would cause it to become a fixture; and
- (f) Allow any person to use the equipment other than 'the client' or 'the client's' associates.

8 RISK

Indemnity/Hold Harmless

'The client' will take all necessary precautions regarding the equipment rented, and protect all persons and property from injury or damage. 'The client' agrees to hold harmless Sabre Safety from and against any and all liability, claims, judgements, legal representation fees and costs, of every kind and nature, including, but not limited, to injuries or death to persons and damage to property or the environment, arising out of the use, maintenance, instruction operation, possession, ownership or rental of the equipment rented, however causes, expect claims or litigation arising through the sole negligence or wilful misconduct of Sabre Safety.

9 INSPECTION OF EQUIPMENT

9.1 Where equipment has been supplied without Sabre Safety personnel, Sabre Safety may enter 'the client's' premises to inspect the condition of the equipment at any time on giving 'the client' two business days notice. Sabre Safety as 'the hiring company' may enter your premises to inspect and audit the condition of equipment to ensure it's correct usage and to ensure it is being used within the terms and conditions set out by the hiring company..

- (a) This agreement has ended;
- (b) Sabre Safety has made reasonable attempts to contact 'the client' without success;
- (c) 'The client' goes into bankruptcy or liquidation, have a receiver, receiver and manager, administrator or similar person appointed, if 'the client' enter into a scheme of arrangement with creditors or 'the client's' are unable to pay their debts and when they fall due; or
- (d) Sabre Safety is permitted to do so by law.

10 SABRE SAFETY'S LIABILITY

10.1 Warranty and Implied Terms

(a) Sabre Safety and its associates exclude, to the extent permitted by law, all express or implied warranties, guarantees and conditions under statute or general law relating to the equipment. Where such express or implied terms cannot be excluded, to the extent permitted by law, Sabre Safety's liability for breach of any implied term is limited to either (at Sabre Safety's option) the re-supply of the equipment to 'the client' or the payment of the cost of having the equipment re-supplied.

(b) 'The client' is liable for all freight and insurance costs in returning any equipment to Sabre Safety and Sabre Safety sending any repaired or replacement equipment to 'the client' as per agreed INCOTERMS unless otherwise specified in the quotation.

10.2 No Consequential Loss

Sabre Safety will not be liable to 'the client' for any special, indirect, consequential or economic loss or damage of any nature including, without limitation, loss of profit.

11 YOUR LIABILITY

11.1 Warranty

'The client' warrants that:

The equipment will only be used for the purposes of 'the client's' business and the equipment will not be used for personal or domestic purposes;

11.2 Release

'The client' will take all necessary precautions regarding the equipment rented, and protect all persons and property from injury or damage. 'The client' agrees to hold harmless Sabre Safety from and against any and all liability, claims, judgements, legal representation fees and costs, of every kind and nature, including, but not limited, to injuries or death to persons and damage to property, arising out of the use, maintenance, instruction operation, possession, ownership or rental of the equipment rented, however causes, expect claims or litigation arising through the sole negligence or wilful misconduct of Sabre Safety.

11.3 Indemnities

'The client' is liable for, and indemnifies Sabre Safety and its associates, against any liability or cost (including legal costs on a full indemnity bases) incurred by Sabre Safety or any of its associates directly or indirectly in connection with:

- (a) 'The client's' acts or omissions, or the acts or omissions of 'The client's' associates, in connection with this agreement; and
- (b) Loss, destruction or damage to the equipment; and
- (c) 'The client's' breach of this agreement.

11.4 Sabre Safety's cancellation or termination of this agreement does not affect any other rights Sabre Safety may have in connection with the performance of 'the client's' obligations under this agreement.

11.5 The above release and indemnity survives termination of this agreement.

12 CANCELLATION/TERMINATION

12.1 Cancellation on 30 days' notice

Either party may terminate this agreement for convenience by giving at least 30 days' written notice to the other party unless otherwise agreed in writing. Cancellation will be effective on and from the expiry of the notice period (the 'cancellation date').

12.2 Termination for Loss of Destruction of Equipment

If the equipment is lost or totally or substantially destroyed, Sabre Safety may terminate this agreement by giving 'the client' a notice of termination and 'the client' must immediately pay the cost of replacing the equipment with equivalent equipment as determined by Sabre Safety.

12.3 Termination for Breach

Sabre Safety may also terminate this agreement by giving you written notice if:

- (a) 'The client's' breach this agreement and fail to remedy the breach within 5 days of Sabre Safety giving you notice to remedy the breach; or
- (b) 'The client' go into bankruptcy or liquidation, have a receiver, receiver and manager, administrator or similar person appointed, if 'the client' enters into a scheme of arrangement with creditors or 'the client' is unable to pay their debts as and when they fall due.

12.4 Effect of Cancellation/Termination

On the termination of this agreement 'the client' must immediately return the equipment to Sabre Safety in good working order and repair.

13 WAIVER

A failure, delay, relaxation or indulgence on the part of a party in exercising any right or obligation conferred upon that party by this agreement does not operate as a waiver of that right or obligation. A single or partial exercise of any right or obligation does not preclude any other or future exercise of any other right or obligation under this agreement.

14 FORCE MAJEURE

Neither party will be liable for any delay or failure to perform its obligation pursuant to this agreement where such delay is due to force majeure.

15 VARIATION

This agreement cannot be varied without Sabre Safety's written consent.

16 ASSIGNMENT & SUB-LETTING

16.1 'The client' must not assign this agreement without Sabre Safety's consent. 'The client' will be treated as if they have assigned this agreement if they are a company and there has been a change in control of more than half of their voting power or issued share capital. Sabre Safety may assign or otherwise deal with this agreement without 'the client's' consent.

16.2 'The client' agrees not to sublet, loan or assign the equipment. 'The client' shall not move the equipment from the address at which 'the client' represented it was to be used unless in possession of written agreement from Sabre Safety.

17 POWER AND DISCRETIONS

Sabre Safety may exercise any right, function, power or discretion under this agreement in its absolute discretion. Sabre Safety may give conditionally or unconditionally or withhold its approval in its absolute discretion unless this agreement expressly says otherwise.

18 NOTICES

A notice required under this agreement must be in writing.

19 GENERAL

Headings are for convenience of reference only and do not affect interpretation.

APPENDIX

Agreement	means these terms and conditions;
Purchase Order	means an offer from you to rent equipment from Sabre Safety;
Associates	mean a party's employees and agents, contractors and sub-contractors or consultants;
Claim	means any claim, notice, demand, debt, action, expense, lien liability, proceedings, litigation (including legal costs) or judgement;
Equipment	means the equipment described in a purchase order;
Force Majeure	means an act, event or cause which is beyond the reasonable control of Sabre Safety or you, including the acts of God, lightning strike, earthquake, flood, storms, explosions, fires and any natural disaster, acts of war, terrorism, riots, malicious damage and sabotage and strikes;
VAT	means, Value Added Tax
Your Premises	mean any address or building where the equipment is located from time to time'
Rental Charges	mean the charges payable by to Sabre Safety as set out in the purchase order which is attached and marked "A" (as varied from time to time);
'The Client'	means the person specified as the client in the details page;

Client:		
Name:		
Address:		
Telephone:	County:	Postcode:
Email:	Fax:	
	Website:	

EXECUTED AS AN AGREEMENT

EXECUTED by THE CLIENT:

In the presence of: Authorised Person/Corporate Representative

Please Print Name:

Witness:

Please Print Name:

EXECUTED by SABRE SAFETY LTD

By an authorised person

In the presence of: Authorised Person/Corporate Representative

Please Print Name:

Witness:

Please Print Name:

Sabre Safety Limited
Sabre House
Cupar Trading Estate
Cupar
KY15 4SX

Sabre Safety Canada Ltd
11 Thornhill Drive
Dartmouth
Nova Scotia
B3B 1R9

Sabre Safety Limited
Unit 6 & 19 Robert Leonard Centre
Howe Moss Drive, Kirkhill Ind Est.
Aberdeen
AB21 0GG