

# RPM HIRE TERMS AND CONDITIONS

## 1. DEFINITIONS

In these conditions, 'Lessor' refers to RPM Hire. 'Lessee' refers to the person or company named as customer on the face side of this document.

## 2. RECEIPT OF MATERIALS

The Lessee acknowledges receiving the leased equipment in good condition.

## 3. RENTAL PERIOD

The rental period starts immediately upon the date of receipt or installation of the leased equipment and terminates on the return of the leased equipment to the Lessor's premises.

## 4. PERIOD OF HIRE- MINIMUM RENTAL

The Hire will be deemed to have commenced from the time that the equipment leaves the Lessor's premises to the time that the Lessor has been notified that the equipment has ceased working or has been returned to the Lessor's premises.

The rates are based on a minimum 8 hour day.

**4.1** Cartage is chargeable on all hires where delivery is required. Collection charges will also apply if equipment is required to be collected. Equipment returned in an unclean condition will be charged a cleaning cost.

**4.2** The Lessor reserves the right to change rates at any time without notification. Rates of equipment currently on hire will not change without notification.

## 5. IMPROPER USAGE AND PERMITS

The Lessee is responsible for obtaining all relevant permits that may be required in relation to the placement of the equipment. No claims will be accepted by the Lessor in any circumstances for any fines and other infringements incurred by the Lessee in the course of their hire, through failure to obtain these permissions.

## 6. RETURN OF MATERIALS

Upon the expiration or sooner termination of this Agreement or upon the Lessor's prior demand, whether reasonably given or not, the Lessee agrees to return all leased materials to the Lessor during the Lessor's normal business hours within a reasonable period of time satisfactory to the Lessor.

**6.1** Failure to return the leased equipment, and failure to return the leased equipment in a condition satisfactory to the Lessor, will cause the Lessee to be liable for such reasonable sums the Lessor states. In addition to any other liability the Lessee may have to the Lessor, the Lessee shall be liable for all losses including consequential losses, incurred as a consequence of the leased equipment not being returned within normal business hours of the Lessor. This clause in no way limits any liability the Lessee shall have to the Lessor.

## 7. DELIVERY, PICK UP, INSTALLATION AND/OR REMOVAL

In the event that the Lessee employs the services of the Lessor to deliver, install, pick up and/or remove the leased equipment, it is expressly agreed by the Lessee that this service is performed by the Lessor as the agent of the Lessee. The Lessee shall be liable for all damages or loss (including consequential loss) which may arise as a result of any accident or act of any nature howsoever related to the delivery, pick up, installation and/or removal by the Lessor as agent for the Lessee, and whether caused by the Lessee, a third party or third parties. This includes, without limiting the generality thereof damages or loss in relation to offloading, onloading and/or placing the leased equipment under overhead utilities, on property lines and/or landscaping.

## 8. DAMAGE AND LOST MATERIALS RATE

Where the leased equipment are damaged, lost or stolen, destroyed or otherwise harmed, the Lessee agrees to pay fully for the repair or replacement cost of the equipment, in compliance with the replacement cost of the materials. Any failure by the Lessee to pay this equipment rate will allow the Lessor to take action to recover the amount.

## 9. DAMAGED MATERIALS

In the event that the materials are damaged when returned to the Lessor, howsoever such damage occurred, the Lessor may repair the leased materials at the Lessor's discretion and the Lessee shall reimburse the Lessor for the cost of repairing such damaged equipment.

## 10. RPM HIRE GOLD EQUIPMENT PROTECTION (DAMAGE WAIVER)

The RPM Hire Gold Equipment Protection is offered at applicable rates exclusively for a selected range of our equipment. (Selected range of equipment includes Arrow Board Signs, CCTV Trailers, Light Tower (360°), Light Tower (ECO), Variable Message Signs and Variable Speed Limit Signals), provided that RPM Hire is engaged for the transportation and setup of the equipment. The following types of loss or damage are expressly excluded from the RPM Hire Gold Equipment Protection (Damage Waiver):

- damage due to misuse, abuse or overloading of the equipment or any components thereof.
- loss or damage in contravention of the conditions of this Hire Agreement
- loss or damage from use in violation of any statutory laws and regulations
- theft of the equipment unless reasonably locked and secured
- loss or damage to the equipment during transport unless transport is by Lessor.
- loss or damage caused by negligence of the customer or Lessee.

Long term rentals shall be subject to annual increases based on the Consumer Price Index (CPI). The percentage increase in rent shall correspond to the percentage change in the CPI over the most recent twelve-month period for which data is available. These adjustments shall take effect on the anniversary date of the lease each year.

**10.1** Where the Lessor determines that one of the exclusions in clause above does apply, Damage Waiver will not apply unless the customer or Lessee is able to establish to the satisfaction of the owner and Lessor that the exclusion does not apply. The customer will provide the owner with all the information requested by the owner for the purpose of establishing whether one of the above clauses applies.

## 11. DISCLAIMER OR WARRANTIES

The Lessor makes no warranties, expressed or implied, as to the equipments merchantability or fitness for any particular purpose. The Lessor shall not be responsible to the Lessee or to any other party for any loss (including consequential loss), damage, or injury, of any and every nature whatsoever, caused by, resulting from or in any way connected with the leased equipment, or any defect in or failure of the equipment.

## 12. LIABILITY FOR DAMAGE TO LEASED EQUIPMENT, OTHER PROPERTY AND PERSONAL INJURIES

The Lessee is liable for all damages or loss (including consequential loss) whether caused by the Lessee or any other third party, arising from any accident or act of any and every nature whatsoever related to the leased equipment. The Lessee agrees to hold the Lessor harmless and free from any and all liability of any and every nature whatsoever arising out of the use, construction, storage, maintenance or transportation of the leased equipment.

## 13. INDEMNITY

The Lessee agrees to indemnify and save harmless the Lessor and the Lessor's servants and agents from all damages, suits, actions, claims and demands of every description whatsoever and howsoever arising either directly or indirectly from the use, construction, storage, maintenance or transportation of the leased equipment.

## 14. TITLE

- Title to the equipment shall remain with the Lessor. If the equipment is levied upon for any reason whatsoever, the Lessor may retake the equipment without notice or legal process and may take all action necessary to do so.
- The Lessee hereby authorises the Lessor (upon production of this document containing Terms and Conditions) to enter upon any premises used by, owned, leased or otherwise associated with the Lessee, wherein the Lessor reasonably believes the leased equipment or any part thereof to be, and the Lessee authorises the Lessor in its absolute discretion to inspect, test, repair and/or repossess the leased equipment if the Lessor deems this necessary.

## 15. SUBLETTING AND LOCATION

The Lessee shall not knowingly or negligently part with possession of the leased equipment, nor remove the leased equipment from the location at which the Lessee represented in writing it was intended that the equipment would be located, nor allow the removal of the leased equipment from this location, except with prior written consent of the Lessor. The Lessee agrees wherever possible to store the leased equipment in a safe place, and/or to provide any other means necessary to ensure the continued safety and preservation of the leased equipment.

## 16. NOTICE OF NON-WAIVER

Any failure of the Lessor to insist upon strict performance by the Lessee of the conditions and terms of this agreement shall not be construed as a waiver of the Lessor's right to demand strict compliance.

## 17. RETAKING OF MATERIALS

If for any reason it becomes necessary, in the Lessor's opinion, for the Lessor to retake the materials, the Lessor and/or its agent and/or its employees may go to/ upon the Lessee's property, or any other property where the Lessor in its reasonable opinion believes the leased equipment are located, and retake the equipment, without notice and/or other legal processes. The Lessor and/or its agents and/or its employees may take all action necessary to retake the leased equipment and the Lessor excludes itself, its agents and employees from all claims for damages and losses, physical and pecuniary, caused by such retaking of the leased equipment by the Lessor.

The Lessee agrees to pay all costs associated and expenses incurred by the Lessor in retaking the materials.

## 18. SUB-HIRE

If equipment is sub-hired the conditions of hire of the company concerned shall apply as well as those of the owner.

## 19. DEFAULT

Should the Lessee in any way fail to perform, observe or keep any provision of this Agreement, the Lessor may exercise, concurrently or separately, any one or more of the following remedies:

- to terminate the Agreement
- to declare the entire rent immediately due and payable and to commence legal action therefor
- to retake possession of the equipment, holding the Lessee fully liable for all rentals, and
- to pursue all and any other remedies available to the Lessor.

## 20. PAYMENT SCHEDULES

All RPM HIRE rentals are due and payable immediately upon completion of installation or receipt of materials. Not receiving an invoice will in no way relieve the Lessee of its responsibility for the payment of rental amounts due. Failure to pay rentals within the thirty (30) days will be considered breach of this contract. The Lessee further agrees to pay the Lessor interest on all past due balances at the rate of 2% per month service charge, and in case a suit is instituted to collect any portion of the amount payable under this contract, the Lessee agrees to pay such additional sums as the Court may adjudge reasonable as attorneys' fees and court costs in said suit or action.

## 21. COMPLIANCE WITH INSTALLATION PROCEDURE

The Lessee acknowledges receipt of a copy of the Installation Procedure Manual and agrees to abide by the terms of the Manual with respect to the installation of the materials supplied by the Lessor in cases where the Lessee may be responsible for installing or transporting the equipment.