

TERMS AND CONDITIONS OF SALE AND HIRE

All goods sold remain the property of One + Point Limited until payment has been made in full. Should the customer, for any reason, become unable or unwilling to complete such payment he hereby authorises One + Point Limited to enter his premises for the purpose of retaking possession of the goods supplied. 'Risk' in the goods passes on delivery.

For goods on hire to the customer, or on approval or loan, 'risk' passes on delivery and it is the customer's responsibility to insure all such goods on an 'all risk' basis at the current list price.

If equipment is damaged while on hire to the customer, all such damage will be repaired by One + Point Limited at the customer's expense. No hire equipment may be repaired or calibrated by any other persons without the written consent of One + Point Limited.

If any hire equipment is lost, stolen or damaged beyond economic repair, it will be replaced by One + Point Limited and the replacement charged to the customer at the current list price. Replacement equipment remains the property of One + Point Limited.

Every possible precaution is taken to ensure that all equipment is in good serviceable condition and operating within specification at the time of delivery to the customer. No responsibility is accepted by One + Point Limited for the consequences of any failure or any occurrences with the equipment thereafter. The customer must satisfy himself that the equipment is fully functional and suitable for the purpose for which it is used before attempting to use it on site.

If the customer defaults on any payment, or if any receiving order in bankruptcy be made against him or if any execution or distress order be issued against the customer, or should the customer, being a company, be wound up compulsorily or go into voluntary liquidation or have a receiver appointed, then One + Point Limited shall forthwith have the right to take possession of any hire equipment and any unpaid or partially paid sales goods in the customer's possession and shall be entitled to recover from the hirer any arrears of rental and expenditure and any damages due in respect of any breach of terms and conditions.

In the event of loss by damage or theft of equipment while on hire, the customer will be responsible for payment of a charge equivalent to the hire rate of that equipment until full payment for replacement equipment is received by One + Point Limited.

Unless otherwise confirmed in writing by One + Point Limited all sale prices and hire charges quoted exclude VAT. VAT will be charged at the rate current at the tax point date.