

**LONDON INDUSTRIAL SUPPLIES LTD
CONDITIONS OF HIRE & SALE**

Unless otherwise agreed by us in writing, these Conditions of Sale and hire apply to all sales and hire entered in to by us, and these Conditions shall override and supersede any Conditions of Purchase stipulated by the Buyer, unless and to the extent that any such conditions of the Buyer have been specifically agreed in writing by us. **PRICES** are those ruling at the date of dispatch. **ALL QUOTATIONS** given are subject to goods offered being unsold and available at the receipt of order. **IN NO CASE SHALL THE PROPERTY PASS TO THE BUYER UNTIL THE PRICE FOR THE SAME HAS BEEN PAID IN FULL TO US.** In the event of default by the buyer in payment of the purchase price in accordance with these Conditions, we shall be entitled (without prejudice to any other rights) TO REPOSSESS THE GOODS at any time after such default. The risk of loss, destruction or damage to any goods shall pass to the Buyer upon delivery and the Buyer shall hold us fully indemnified in respect thereof. **THE COMPANY WILL NOT BE LIABLE IN LAW FOR ANY ARRANGEMENTS PROPOSED BY REPRESENTATIVES OR STAFF** relating to supply, delivery, returns of payment, unless they are confirmed in writing within fourteen days, signed by a Director or General Manager of the Company. **ORDERS FOR GOODS NOT SHOWN AS STOCK ITEMS IN OUR CURRENT CATALOGUE** are considered as special orders and cancellation or return can only be accepted provided that the customer will be liable for any charges incurred. **CLAIMS FOR DAMAGE, SHORTAGE OR NON DELIVERY** will not be entertained unless both carrier and the Company are advised in writing within 24 hours of Date of Dispatch shown on Delivery Note or Invoice. The invoice Number and Date must be quoted when returning goods for credit or under complaint. Goods returned under complaint will be returned to the manufacturer for Inspection and Report. Goods returned direct to the Company should be advised by an Advice or Returns Note forwarded under separate cover. The Company will not be liable for Goods Returned by any other mean unless Receipt, Acknowledgement or Credit Note has been issued within four weeks from the date of return. Payment of Accounts is due no later than the 28th day of the month following the date of invoice. The Company reserves the right to charge interest on Overdue Accounts at 3% above Lloyds TSB Bank Base Rate. The illustrations and definitions of tools in our publications are intended as a guide to Buyers. The Company cannot be held liable in law for any inaccuracies. **DEFINITIONS-HIRE** Contract – the document or documents that set out these conditions and all other details about your agreement with us. We, London Industrial Supplies Ltd. You, the person, firm company or other organization hiring or buying the goods from us. These conditions override any terms and conditions you may have put forward, unless we have agreed to any other conditions in writing. These conditions do not affect your rights as a person dealing as a consumer, not for business purpose. English law will govern the contract. **OUR CHARGES.** Charges for hiring goods. You must pay the hire charges shown in the contract. Hire charges will start at the time shown in the contract and will continue until: we have given you a collection or off-hire number; or you have returned the goods to us in a clean and usable condition and we have given you a receipt for them; whichever is earlier. Hire charges are due all the time you have the goods including Saturdays, Sundays and public holidays. You must pay all charges you owe when we ask for them. Payment terms for buying goods. If we have agreed to let you have a monthly account, you must pay all our invoices by the last day of the month following the month the goods were delivered. If you do not have a monthly account with us, you must pay us when you place your order, or when the goods are delivered if we have agreed this with you. Interest and other charges. If you do not pay any amount when it is due, we will add interest to the amount that is overdue. We will add interest each day at a rate equal to 3% above Lloyds TSB Base Rate. Charging interest will not affect any other rights you may have. You must pay any of our reasonable expenses in recovering our monies or goods from you. **DELIVERY & COLLECTION CHARGES.** You must pay us any agreed charges for delivering or collecting goods. If we quote carriage charges, this only covers the time needed to load or unload our vehicle at the address you have specified. You must pay extra for any further time you cause us to spend, including if we try to follow your instructions for delivering or collecting the goods but cannot do so because of your acts or failure to do something. **MAXIMUM HIRE PERIOD (IF YOU ARE NOT A COMPANY OR CORPORATION)** if you are not a company or corporation, the contract will end with 3 months of commencement of the period of hire. If you have not already done so you must return the goods to us on the day before the end of the 3-month period. If you fail to do this we may charge you for any financial loss we suffer as a result. **WHEN THE CONTRACT STARTS** the contract comes into effect when you have placed an order and agree to keep to these conditions, and we have accepted your offer. **SAFETY INSTRUCTIONS FOR HIRED GOODS** You must make sure that everyone who uses the goods is properly instructed on how to use them safely and correctly, and that we have supplied all the instructions. **YOU MUST MAKE SURE THE GOODS ARE NOT MISUSED. YOUR RESPONSIBILITY WHEN HIRING GOODS** you must unload and load the goods at the address specified by you. You must also load and unload the goods at our premises when you, or your agent, collect or return the goods. If we supply any person to help you, you must give him or her clear instructions when necessary. You become responsible for the goods when you, or your agent, receive them. If the goods are delivered to you, this will be when your responsibility starts. Your responsibilities include protecting the goods and keeping them safe from weather, theft, vandalism or improper use. At the end of the hire period you must return the goods unless you have made arrangements for us to collect them. Your responsibility does not end until the goods have been returned or collected and we are able to give you a receipt for them. You must not sell or in anyway give up the control of the goods. **YOU WILL BE RESPONSIBLE FOR ANY DEATH, INJURY, LOSS OR DAMAGE CAUSED BY THE GOODS BEING MISUSED WHILE THEY ARE HIRED TO YOU. ELECTRICAL GOODS.** If any part of the goods is electrical, it should be used with the original plugs or sockets fitted to it. If you need other suitable plugs or sockets to the goods, this must be carried out by a competent person who must also return the goods to their original condition. You must make sure you have a suitable supply of electricity for the goods. Never use electrical goods that are not earthed correctly unless the goods are double insulated. You must keep to all regulations, which apply, including the Electricity at Work Regulations 1989, while you are responsible for the goods. **MAINTAINING HIRED GOODS, BREAKDOWN PROCEDURE AND REPORTING ACCIDENTS** You must make sure the goods remain safe, clean and in working order. If the goods breakdown or are not working properly you must report this to us immediately. You must not repair the goods unless you are authorized by us. You must return the goods to us for examination unless we have agreed otherwise. You must tell us immediately if the goods are involved in any accident resulting in damage to the goods or to other property, or injury to any other person. You must take all necessary steps to make the goods safe and to protect them against theft or damage. **WHERE HIRED GOODS ARE PLACED** the hired goods must not be moved from any site agreed by us unless you have our written permission. **LIMITS OF OUR LIABILITY** All the times we quote for delivering or collecting the goods are approximate. We will not be liable for any delays caused by circumstances beyond our reasonable control. If the goods breakdown or stop working properly, we will try to replace them or repair the fault as soon as reasonably possible after you have reported it to us. If you hire or buy the goods for use in business, we will not be liable for any indirect loss of any loss of business or profits, savings you expected to make, wages, fees or expenses caused by the goods or any part of them breaking down or stopping working properly. Insurance: payment for hired goods that are lost, stolen or damaged. You must pay us the cost of replacing any hired goods, which are lost or stolen or damaged beyond economic repair (that is if the repair would cost more than the equipment is worth). You should insure the goods for the replacement cost. If you receive any money as settlement of any claim relating to the damage to the loss of theft of the goods, you must hold that money separately in trust for us and pay it to us when we ask you to. You must not negotiate any claim without our permission. **LOST, STOLEN, DAMAGED OR UNCLEAN HIRED GOODS** You are responsible for looking after the goods and returning them to us in good working order. You must pay our reasonable costs of repairing or cleaning the goods if you return them damaged or unclean. **ENDING THE CONTRACT IF YOU HIRE IN THE COURSE OF BUSINESS** We may end the contract if; you break this contract; or you become bankrupt; or as a company, you start to be wound up or a receiver or administrator is appointed over all or part of your assets; or you enter into any agreement with your creditors or a voluntary agreement is made which affects you; or you enter into a voluntary agreement. If we end the contract in these circumstances, it will end immediately and we may repossess any or all of the goods. If we end the contract, it will not affect our rights to recover any money you owe us under this contractor damages we claim as a result of you breaking this contract. **ENDING THE CONTRACT IF YOU HIRE AS A PRIVATE INDIVIDUAL AND NOT IN THE COURSE OF BUSINESS** If you are hiring the goods as a private individual and not in the course of business we may end this contract if: you break this contract; or you become bankrupt; or you enter into a formal agreement with your creditors (those you owe money to). If we end the contract in these circumstances we will work out the hire charges for the actual period you have had the goods. **OUR RIGHTS OF ACCESS** We may enter any land or premises where we believe the goods are. We may do this at reasonable times and after giving reasonable notice. We can only have this access if we need to inspect, test, repair, service, replace or repossess the goods. **OWNERSHIP OF AND RESPONSIBILITY FOR THE GOODS YOU BUY** If you buy any equipment from us, you will become responsible for loss or damage as soon as the goods are delivered to you. We own the goods until you have paid in full for all the goods we have supplied. Until we have received full payment for the goods you hold the goods on our behalf and you must return them to us if we ask you to. We may enter any land or premises of yours, other than your home, to recover our goods. **SEPERATE TERMS** if any term in this contract cannot be enforced, this will not affect the remaining terms.

SignaturePrint Name

THE COMPANY RESERVE THE RIGHT TO SUSPEND, WITHOUT WARNING, ALL DELIVERIES SHOULD PAYMENT OF ANY INVOICE BECOME OVERDUE.