



Master Distributors of:



TERMS AND CONDITIONS OF HIRE

RISK, OWNERSHIP AND INSURANCE

- 1.1 Risk in the rental equipment will pass to you immediately when rental equipment leaves our physical possession or control.
- 1.2 Risk in the rental equipment will not pass back to us from you until the rental equipment is returned to our physical possession.
- 1.3 Ownership of the rental equipment remains with Titeforce Engineering at all times.
- 1.4 Until the rental equipment is returned to our physical possession, you shall, at your own expense, insure the rental equipment for such amounts as a prudent owner or operator would insure for, or such other amount as Titeforce Engineering may reasonably require, such insurance policies to, on Titeforce Engineering request, name Titeforce Engineering as loss payee in relation to any claims relating to the rental equipment and/or products. On written request, you shall provide Titeforce with a copy of the insurance agreement in which Titeforce's interest shall be noted.
- 1.5 If you fail to effect and maintain such insurance Titeforce Engineering shall be entitled to effect and maintain the same, pay such premiums as may be necessary for that purpose and recover the same as a debt due from you.

DELIVERY AND COLLECTION AND SERVICES

- 2.1 You shall, unless otherwise agreed in writing, collect the rental equipment from us and return it to us at the end of the hire period. In the event that Titeforce delivers or collects the rental equipment from or to you, Titeforce shall charge you for this service at the rates as set out in our quotation.
- 2.2 You shall provide suitable access for the delivery and collection of rental equipment.
- 2.3 You shall provide suitable loading and unloading facilities and labour for delivery and/or collection of the rental equipment. If special lifting (e.g Forklift/Truck etc.) is required, it will be at no cost to Titeforce Engineering
- 2.4 If any of the services are delayed, postponed and/or cancelled due to your failure with the above obligations, you will be liable to pay the delay charges as set out in our quotation, except where the delay is due to Force Majeure.

CARE OF RENTAL EQUIPMENT DURING HIRE

You agree to:

- 3.1 Not deface or remove any labels from and/or interfere with the rental equipment, their working mechanisms or any other parts of them.
- 3.2 Take reasonable care of the rental equipment and keep them properly maintained .You shall only use them for their specific purpose, such use to be carried out in a safe and correct manner.
- 3.3 Notify us immediately and in any event within 24hrs after any breakdown, loss/damage to the rental equipment or of any injury, damage to person or Property. It is specifically agreed that Titeforce shall not be liable (whether in contract or in delict or applicable statute) to you, your employees, agents , representatives, and the like for any injury sustained or death occurring as a result of the use of the rental equipment.
- 3.4 Take adequate and proper measures to protect the rental equipment from theft, damage and/or other risks.
- 3.5 Notify us of any change of address and upon request provide us with details of the location of the rental equipment.
- 3.6 Permit us at all reasonable times to inspect the rental equipment and for such purpose to enter upon any premises at which the rental equipment may be located and shall grant reasonable access and facilities for such inspection.
- 3.7 Keep the rental equipment at all times in your procession and control. When the equipment is not in use, you shall ensure the rental equipment is stored in a safe place under lock and key.
- 3.8 Not to continue to use the rental equipment where it has been damaged.
- 3.9 You must return the rental equipment in good working order and condition (fair wear and tear excepted) and in a clean condition.
- 3.10 You acknowledge that Titeforce Engineering shall not be responsible for any loss of or damage to the rental equipment arising out of or in connection with any misuse or mishandling of the rental equipment or otherwise caused by you or your officers, employees, agents, or contactors and you undertake to indemnify Titeforce Engineering on demand against the same and all losses, liabilities, claims, damages, costs and expenses arising out of or in connection with any failure by you to comply with the terms of this agreement.

BREAKDOWN

- 4.1 You shall be responsible for maintaining, at your own expense, the rental equipment in good and substantial repair in order to keep it in as good an operating condition as it was at the time of delivery (fair wear and tear only excepted) and shall make good, subject to clause 4.2, any damage to the rental equipment.
- 4.2 Titeforce Engineering shall use reasonable endeavours to remedy, free of charge, any material defect in the rental equipment provided:
- 4.2.1 you notify Titeforce Engineering of any defect in writing within 1 business day of the defect occurring;
- 4.2.2 Titeforce Engineering is permitted to make a full examination of the alleged defect.
- 4.2.3 the defect did not materialise as a result of misuse, neglect, alteration or mishandling.
- 4.3 If Titeforce Engineering fails to remedy any defect in the rental equipment in accordance with clause 4.2. Titeforce Engineering shall, at your request, accept the return of part or all of the rental equipment and make an appropriate reduction to the rental payments payable during the remaining term of this agreement.

LOSS OR DAMAGE TO THE HIRED GOODS

- 5.1 If the rental equipment is returned damaged due to misuse and/or defective state (except where due to fair wear and tear) you shall be liable to pay for the cost of any repair and/or cleaning required to return the hire rental equipment to a condition fit for hire.
- 5.2 You will pay Titeforce Engineering the replacement cost of any rental equipment which is lost, stolen, and/or damaged beyond economic repair during the hire period.
- 5.3 You will pay to us our costs which we may incur in tracking or recovering any lost or stolen rental equipment.
- 5.4 You shall pay the charges for the rental equipment up to and including the date you notify us that the rental equipment has been lost, stolen and/or damaged beyond economic repair.

TERMINATION

- 6.1 Titeforce Engineering may, without prejudice to any other right or remedy which may be available to it, terminate this agreement immediately by written notice if:
- 6.1.1 you default in any of your payment obligations;
- 6.1.2 you commit a material breach of this agreement which breach is irremediable, or which breach (if remediable) is not remedied within 2 (two) business days after the service of written notice requiring you to do so;
- 6.1.3 you suspend or threatens to suspend, payment of your debts or are unable to pay your debts as they fall due or admit inability to pay your debts or are deemed unable to pay your debts
- 6.1.4 You commence negotiations with all or any class of creditors with a view to rescheduling any of your debts, or make a proposal for or enter into any compromise or arrangement with creditors
- 6.1.5 You are placed in Business Rescue (voluntarily or compulsory).
- 6.1.6 You are liquidated (provisionally or compulsory) by order of court;
- 6.1.7 a person becomes entitled to appoint a receiver over your assets or a receiver is appointed over your assets; or
- 6.1.8 a creditor or encumbrance attaches or takes possession of, , execution, sequestration or other such process is levied or enforced on or sued against the whole or any part of your assets and such attachment or process is not discharged within 14 days.
- 6.1.9 **You are declared insolvent (provisionally or finally)**
- 6.2 Upon termination of this agreement, however caused:
- 6.2.1 Titeforce Engineering may, by its authorised representatives, without notice and at your expense, retake possession of the rental equipment and for this purpose may enter any premises at which the rental equipment is located; and
- 6.2.2 without prejudice to any other rights or remedies of Titeforce Engineering, you shall pay to Titeforce Engineering on demand:
- 6.2.2.1 all rental payments and other sums due but unpaid at the date of such demand together with any interest accrued pursuant to clause 7.5; and
- 6.2.2.2 any costs and expenses incurred by Titeforce Engineering in recovering the rental equipment and/or in collecting any sums due under this agreement (including any storage, insurance, repair, transport, legal costs on the attorney and own client scale, tracing agents fees and remarketing costs).

PAYMENT

- 7.1 You shall pay the charges from the date specified on the order and will continue paying the charges during the agreed hire period until you have returned the rental equipment to us or we have collected the rental equipment from you. All of the hire period is chargeable on a 7 day week basis and the charges shall be payable Saturday, Sunday and Public Holidays.
- 7.2 Where a credit account has been granted by Titeforce, payment shall be made inclusive of VAT 30 (thirty) days from the date of the Titeforce Engineering invoice.

- 7.3 Payment shall not be deemed to be made until we have received cleared funds in respect of the full amount outstanding. All payments to be made under this agreement shall be made without withholding or set off on account of disputes, counterclaims or for any other reason.
- 7.4 Without prejudice to any of our other rights Titeforce shall have in this agreement, if you fail to make payment in full on the due date we reserve the right to remove rental equipment from your possession and without limiting our rights under clause 6.2 you shall pay interest on such outstanding amount at 4% per annum above the prime interest rate of Titeforce Engineering's bankers from time to time, in arrears, until full and final payment has been made.

CERTIFICATE OF BALANCE

8.1 A certificate signed by a director or office bearer of Titeforce, whose position need not be proved, as to the amounts due and owing by you shall be prima facie proof of the amounts due and owing by you for purposes of any application or action instituted by Titeforce.

BREACH

9.1 If you breach this agreement and fail to remedy such breach within 7(seven) days of the date of receipt of a written notice requiring you to do so, then Titeforce shall be entitled, in addition to any other remedy available to it at law, cancel this agreement or claim specific performance, in either event without prejudice to our right to claim damages.

In the event that we institute legal action against you, you shall, in addition to the claim amount, be liable for our legal costs on the attorney and own client scale together with all costs of collection and tracing agents fees.

SERVICE ADDRESS

10.1 You choose the address appearing on the quotation as the address that Titeforce shall deliver and/or serve all communication and/or legal notices at, unless you inform Titeforce, in writing, of an alternate address.

10.2 Titeforce shall accept delivery and service of communication and/or legal notices at its registered address.

10.3 Either party may change their service address upon 7 days written notice to the other of such change of address.

GENERAL

- 8.1 You shall be liable for the acts and/or omissions of your employees, agents, servants, and/or subcontractors as though they were your own acts and/or omissions under this agreement.
- 8.2 These terms and conditions supersede and replace all prior terms and conditions, communications, representations, warranties, stipulations, undertakings, and agreements whether oral or written between parties and to the exclusion of all other terms and conditions which you purport to apply under any order, document and/or notice.
- 8.3 All third party rights are excluded and no third parties shall have any rights to enforce this contract.
- 8.4 We have the right to vary the contract by giving you 7 days written notice of such variation.
- 8.5 You shall not, without our prior written consent, assign, transfer or deal in any manner with this agreement or any of your rights and obligation's under this agreement.
- 8.6 If you have a complaint please contact us and we will supply you with a copy of our complaints procedure. Once issued a formal complaint in line with the procedure we will respond to you as soon as possible.
- 8.7 This agreement and any dispute or claim arising out of or in connection with it shall be governed by South African law and the parties agree that the courts of South Africa have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement.
- 8.8 This Agreement constitutes the entire contract between the parties. This Agreement shall not be amended or amplified in any way unless reduced to writing and signed by the parties

Titeforce Engineering (Pty) Ltd

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