

Vehicle Weighing Solutions Limited
Terms for Hire of Equipment by UK Business (End User)

1 Terms of Business

- 1.1 These terms of business together with any Vehicle Weighing Solutions Ltd order acknowledgement form ("**Order**") and warranty terms specific to the Goods ("**Warranty**") are the sole defining documents ("**Terms**") governing the provision of the Goods on hire, & ancillary Services by Vehicle Weighing Solutions Ltd ("**VWS**") to the Limited Company, Public Company or Local Authority named in the Order ("**Hirer**").
- 1.2 The Terms supersede any order issued by the Hirer and all proposals, terms & conditions, statements, representations or warranties made by or between VWS and the Hirer ("**Parties**") relating to the Goods & Services. No variation is valid unless agreed in writing by the Parties.

2 Orders, Specification and General Obligations of Parties

- 2.1 Full details of the Goods being hired & ancillary Services (including the quality, quantity, description & specification of the Goods and servicing arrangements), the Commencement Date, the Hire Period, the Minimum Hire Period, the Minimum Hire Fees, and the method of delivery will be detailed in the Order, and will form part of these Terms.
- 2.2 No order for Goods & Services submitted by the Hirer shall be deemed accepted by VWS unless confirmed by a signed Order. The Hirer shall ensure the accuracy of any Order, including any applicable specification, and notify VWS in writing of any errors.
- 2.3 VWS will:
 - a) provide appropriate written and/or practical instructions to the Hirer on the safe and correct operation of the Goods;
 - b) comprehensively test the Goods before the Commencement Date;
 - c) service the Goods at appropriate intervals during the Hire Period and carry out all necessary LOLER inspections.
- 2.4 The Hirer will at its own expense:
 - a) provide all such information & co-operation as is reasonably required to enable VWS to provide the Goods & Services in accordance with these Terms;
 - b) maintain the Goods in accordance with VWS' instructions (whether oral or in writing including Warranty requirements). The Hirer must NOT misuse, alter or repair of the Goods without VWS's approval.

3 Fees & Payment Terms

- 3.1 The Charges payable for the Goods & Services (including hire fees, any Vehicle Movement Cost and any deposit) will be detailed in the Order. Unless otherwise stated in the Order, all Charges are stated on an ex-works basis, and the Hirer shall be liable to pay all packaging, delivery, collection & insurance charges unless VWS agrees to make the Goods available for collection at VWS's premises.
- 3.2 The cost of pallets and returnable containers will be charged to the Hirer, but full credit will be given to the Hirer if these are returned undamaged to VWS before the invoice payment date.
- 3.3 Whilst VWS will fix the hire fees for the Hire Period, VWS reserves the right to increase the other Charges by serving written notice on the Hirer:
 - a) at any time before an Order is signed, to reflect increases in costs which are beyond the control of VWS including significant increases in the cost of labour, materials or delivery;
 - b) to cover any costs incurred as a result of the failure of the Hirer to provide all necessary information and instructions at the appropriate time, or make the Goods available for collection.

- 3.4 The Charges are exclusive of any VAT payable in respect of the Goods & Services, and this shall be added to the hire fees and any invoice at the applicable rate unless it is agreed that these are zero rated.
- 3.5 All hire fees are to be paid in full (without any deduction or set-off) monthly in advance by standing order. The first payment shall be made on the Commencement Date.
- 3.6 Other Charges will be invoiced to the Hirer as detailed in the Order, and are payable (without any deduction or set-off) within 30 days of submission of invoice.
- 3.7 Time shall be of the essence with regard to these payment terms. If any payment is overdue by more than 2 working days, then all the Charges (including any Minimum Hire Fees) will become due on demand by VWS.
- 3.8 Interest may be charged on any outstanding Charges from the due date for payment until the date cleared payment is received at the statutory rate from time to time.

4 Delivery, Ownership & Risk

- 4.1 Delivery of the Goods shall be made to the Hirer's address detailed in the Order unless the Hirer asks to collect the Goods from VWS.
- 4.2 The Commencement Date will be a good faith estimate only and VWS shall not be liable for any delay in delivery of the Goods howsoever caused. In some cases Goods may be delivered in instalments or in advance of the estimated delivery date. The Commencement Date and Hire Period will be amended if delivery is delayed or expedited.
- 4.3 Where the Hirer fails to accept delivery, or collect the Goods on the due date, VWS shall be entitled to store the Goods until actual delivery and charge the Hirer for the reasonable costs of storage, including insurance, in addition to the hire fees.
- 4.4 Risk of damage to, or the loss of, the Goods shall pass to the Hirer:
 - a) In the case of Goods being delivered to the Hirer's premises, at the time of delivery or if the Hirer fails to take delivery of the Goods, the time that VWS attempted to deliver the Goods.
 - b) In the case of Goods being collected from VWS's premises, at the time when VWS notified the Hirer that the Goods were available for collection.
- 4.5 Title to the Goods shall remain with VWS throughout the Hire Period. During the Hire Period:
 - a) the Hirer shall hold the Goods as bailee, identify the Goods as the property of VWS and (unless affixed to a vehicle) securely store the Goods separately from those of the Hirer & any third party.
 - b) The Hirer shall make the Goods available for inspection and servicing by VWS at the periods detailed in the Order.
- 4.6 The Hirer shall insure the Goods on a full replacement basis against the risks of loss, theft and damage, and on demand pay to VWS any insurance claim proceeds. This liability is without prejudice to any other rights VWS has under these Terms. Replacement goods purchased with insurance claim proceeds will be the property of VWS.

5 Termination or Expiration of Contract

- 5.1 The Hirer may terminate these Terms by giving 2 months written notice to VWS, such notice to expire no earlier than the last day of the Minimum Hire Period.
- 5.2 If the Hirer purports to serve notice of termination prior to the expiration of any Minimum Hire Period, or VWS terminates these Terms under Clause 5.3, the Hirer shall immediately pay the Minimum Hire Fees detailed in the Order.
- 5.3 VWS may by serving written notice on the Hirer cancel these Terms and repossess the Goods without affecting any rights to recover monies due, damages for breach of contract or other remedies if the Hirer breaches any of the Terms or if :
 - a) the Hirer stops or threatens to stop trading;

- b) a receiver, administrator or similar officer is appointed over any of the Hirer's assets or business;
 - c) the Hirer makes an arrangement for the benefit of its creditors;
 - d) the Hirer goes into liquidation except for the purposes of a solvent amalgamation or reconstruction;
 - e) anything similar to the events specified in clauses (a) to (d) happens under the national, state or local laws of any other country.
- 5.4 VWS shall collect the Goods or deactivate them at the end of the Hire Period. The Hirer shall remain liable to pay hire fees until the Goods have been made available to VWS for collection.
- 5.5 If the Goods are in good condition upon collection, VWS will refund any deposit provided by the Hirer. If the Goods are found to be damaged, or are unavailable for collection, the Deposit will be forfeited in full or part to compensate VWS for the damage or loss.

6 Warranties & Representations

- 6.1 Subject to Clause 7.3 and the separate Warranty, VWS warrants that:
- a) the Goods manufactured and hired out by VWS will correspond with their specification at the time of delivery and will be free from material defects in workmanship & materials during the Hire Period;
 - b) the Services will be performed with due care and skill
- as more specifically detailed in the separate Warranty.
- 6.2 Except as set out in Clause 6.1, all warranties, terms & conditions, whether oral or written, express or implied by statute or otherwise which might have imposed obligations on VWS will be excluded to the fullest extent permitted by law.
- 6.3 VWS's employees and agents are not authorised to make any representations & warranties, and should any be made these shall be invalid unless confirmed in writing and signed by a Director of VWS.

7 Liabilities

- 7.1 Notwithstanding anything to the contrary in these Terms, the liability of VWS under or in connection with these Terms, whether arising from contract, negligence or howsoever will be limited as set out in this Clause 7.
- 7.2 The liability of VWS is unlimited in respect of any liability arising under Part 1 of the Consumer Protection Act 1987; from death or personal injury caused by the negligence of VWS or from any proven fraud on the part of VWS.
- 7.3 VWS shall not be liable in respect of any defect in the Goods;
- a) arising from fair wear & tear, wilful damage, negligence, abnormal working conditions, failure to follow VWS's instructions (whether oral or in writing including Warranty requirements), misuse or alteration or repair of the Goods without VWS's approval;
 - b) where the Hirer has not paid the Charges for the Goods in full by the due date for payment.
- 7.4 Any claim based on a failure of Goods to meet their specification, shall be notified to VWS within 5 working days from the date of delivery or collection unless the defect was not apparent on reasonable inspection (where notification must be given as soon as reasonably possible). If delivery is not refused by the Hirer, and/or the Hirer fails to give such notification, VWS shall not be liable for any such failure to meet specification and the Hirer shall be obliged to pay the full Charges in respect of the Goods.
- 7.5 Subject to Clause 7.3, where a defect in the Goods is notified to VWS, or a failure to meet specification is notified in accordance with Clause 7.4, VWS will either repair or replace the Goods (or the part in question) free of charge. VWS shall have no further liability to the Hirer in respect of such defect.
- 7.6 The aggregate total liability of VWS is limited to £5 million in respect of any claim for loss of, or physical damage to, the Hirer's tangible property caused by the act or omission of VWS.

- 7.7 In respect of any other liability not otherwise covered by this Clause 7, VWS's aggregate total liability is limited to the greater of the Charges paid in respect of the Goods or Services which gave rise to the claim and £5 million.
- 7.8 VWS will not be liable for any special, consequential or indirect damages, loss of profits (including direct loss of profits), loss of business, loss of revenue, loss of goodwill or loss of anticipated savings arising out of or in connection with these Terms.
- 7.9 The Hirer accepts that the Charges have been set in relation to the risks being assumed by VWS under the Terms, and that accordingly the limitations on the liability of VWS detailed in this Clause are reasonable.

8 General

- 8.1 Except for any payment obligation imposed on the Hirer, neither party will be liable for a delay in performing, or for a failure to perform, obligations if that delay or failure is caused by circumstances beyond the reasonable control of that party including (without limitation) difficulties in obtaining raw materials, labour, fuel, parts or machinery, or any power failure or breakdown in machinery.
- 8.2 A person who is not a party to the Terms has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these Terms. This does not affect any right or remedy of a third party that exists, or is available, apart from that Act.
- 8.3 The laws of England will govern the Terms, and the Parties submit to the exclusive jurisdiction of the English courts.