

General terms and conditions

1. Definitions

- 1.1 The "Owner" is fomacon Management GmbH part of fomacon Group also the Trademark Name ZGS Mobile Strassen .
1.2 The "Hiree" is the Company, firm, person, Corporation or public authority taking the Owner's plant on hire and includes their successors agents or personal representatives.
1.3 "Plant" covers all classes of products and accessories which the Owner agrees to hire to the Hiree.
1.4 Where the Hiree collects or returns the plant, "the hire period" shall commence from the time when the plant leaves the Owner's depot and shall continue until the plant is received back at the Owner's depot. Where the Owner delivers or collects plant, the hire period shall commence on delivery and will continue until collection.
1.5 The "contract" is the document or documents that set out the terms and conditions and all other details relevant to a particular transaction.
1.6 The contract shall be governed by and approved in accordance with the law of Germany.

2. Extend of Contract

- 2.1 No conditions other than specifically set forth herein shall be deemed to be incorporated in or to form part of the Contract. These Conditions are the only terms upon which the Owner will accept orders for equipment. Any terms or conditions attached to the customer's order shall be of no effect unless repeated herein or agreed to in writing by the Owners.
2.2 The Owner reserves the right to amend or modify terms and conditions subject to written notice to the Hiree.
2.3 Further copies of these terms and conditions are available on request.

3. Acceptance of Plant

- 3.1 Acceptance of the plant implies acceptance of all terms and conditions herein unless otherwise agreed by the Owner in writing.
3.2 Any performance details, quotations, advice or recommendation from the Owner is given in good faith but no responsibility is accepted. The Hiree must satisfy himself regarding the suitability of plant before ordering.

4. Unloading and Loading

- 4.1 The Hiree shall be responsible for unloading and loading the plant at site, and any personnel including drivers or operators supplied by the Owner shall be deemed to be under the Hiree's control. Should the Hiree not be satisfied with any personnel supplied by the Owner he should immediately direct and ensure that work should stop and contact the Owner.
4.2 Should any vehicle supplied by the Owner be required to leave the Public Highway for the purpose of collection or delivery of plant, the Hiree shall be responsible for all injury, loss and damage, howsoever caused, whether negligently, or otherwise, to the vehicle, plant, the site and anything on, under or affixed to the site. PROVIDED THAT nothing in this clause shall exclude liability of the Owner, or his servants.
4.3 Should any collection of plant or loading facilities or personnel or any other reason, then the Hiree shall be responsible for the cost of continued hire charges for the plant not collected until either the plant is returned to the Owner's depot or new arrangements agreed between the Hiree and the Owner lead to a successful rearranged collection.
4.4 On delivery, collection or return of plant, the Hiree shall sign the appropriate note (the Note) supplied by the Owner. The person signing the Note shall be deemed to be an agent of the Hiree and the Owner accepts no responsibility for any incorrect or incomplete completion of the Note by the Hiree or his agent.
4.5 Any aborted transport charges are charged at the same rate as the delivery or collection charge. Any demurrage transport charges are calculated at the current hourly rate for the vehicle involved.
4.6 No responsibility is accepted by the Owner for any instructions, comments or observations made by or to any personnel supplied by the Owner. Should the Hiree have any requirement in this respect, the procedures laid down in this contract should be followed.
4.7 Any delivery or collection dates or times quoted are estimates only and not guaranteed, and time shall not be of the essence of the contract.
4.8 One half hour is allowed for time spent on site by a vehicle during any deliver or collection without charge. After that time, the Hiree shall be responsible for a demurrage charge.
4.9 Where it has been arranged that plant will be laid down, installed or sited by the Owner upon delivery or subsequent movement, the Hiree must satisfy himself that his requirement are met before the plant is used.

5. Risk Ownership

- 5.1 Risk in the Hire Goods and any Products will pass immediately to the Hiree when they leave the physical possession or control of the Owner.
5.2 Risk in the Hire Goods will not pass back to the Owner from the Hiree until the Hire Goods are back in the physical possession of the Owner. This shall apply even if the Owner has agreed to cease charging the Rental.

6. Delivery in Good Order and Maintenance: Inspection Reports

- 6.1 Unless notification in writing to the contrary is received by the Owner from the Hiree within three working days of the plant being delivered to site, the plant shall be deemed to have been correctly supplied and in good order. The Hiree shall be responsible for its safekeeping, use in a workmanlike manner within the manufacturers rated capacity and return on completion of the hire in equal good order.
6.2 The Hiree shall when hiring plant take all reasonable steps to keep himself acquainted with the state and condition of the plant. If such plant be continued at work or in use in an unsafe and unsatisfactory state or environment, the Hiree shall be solely responsible for any damage, loss or accident whether directly or indirectly arising therefrom.
6.3 The current Inspection Report or Test Certificate or similar required under the relevant legislation or a copy thereof, shall be supplied by the Owner if requested by the Hiree.

7. Consequential Losses

7.1 The Owner shall have no liability nor responsibility for any consequential loss or damage howsoever caused.

7.2 The Owner shall have no liability or responsibility, whether by way of indemnity or by reason of any breach of the Contract, breach of statutory duty or misrepresentation or by reason of the commission of any tort (including but not limited to negligence) in connection with the hire, for any of the Hiree's loss of profit, loss of use of the plant or any other asset or facility, loss of production or

productivity, loss of contracts with any third party, liabilities or whatever nature to any third party, and/or any other financial or economic loss or indirect or consequential loss or damage of whatever nature.

8. Hiree's Responsibility for Loss and Damage

8.1 During the continuance of the hire period the Hiree shall make good to the Owner all loss of or damage to the plant from whatever cause the same may arise and shall also fully and completely indemnify the Owner in respect of all claims by any person whatsoever for injury to person or property caused by or in connection with or arising out of the use of the plant and in respect of all costs and charges in connection therewith whether arising under statute or common law. In the event of loss or damage to the plant, hire charges shall be continued until settlement has been effected.

8.2 All plant is supplied in good clean condition. There will be a charge to the Hiree for any item returned or collected requiring cleaning, repair or replacement.

8.3 If the Owner considers that cleaning, repairing or replacement of any plant is necessary, the Owner will notify the Hiree, orally or in writing or electronically, and the Hiree shall have the right to inspect such plant at the owner's depot and make representations as to the necessity of any cleaning, repair or replacement or charges relating thereto within three working days of notification. Following any representations the Owners decision will be final. If the Hiree fails to inspect, or make representations within the time limit, he will be deemed to accept the necessity for such cleaning, repair or replacement and the charges relating thereto.

8.4 THE HIREE IS ADVISED TO INSURE FOR THE FULL REPLACEMENT COST OF PLANT.

8.5 Where plant is advised as lost or stolen and replacement is charged, should the plant subsequently be located and returned to the Owner was missing will be chargeable at the full hire rate, and the issue of any credit is strictly subject to this condition.

8.6 Where plant is lost or not returned at the termination of hire, the Hiree is responsible for full replacement cost. In the event of damage to plant, where the plant can be economically repaired, cost of repairs will be charged to the Hiree. In all other instances full replacement cost will be chargeable.

8.7 The Hiree must maintain his security and insurance arrangements during any holiday or shutdown period.

9. Notice of Accidents

9.1 If the plant is involved in any accident resulting in injury to persons or damage to property, immediate notice must be given to the Owner by telephone and confirmed in writing to the Owner's office, and in respect of any claim not within the Hiree's agreement for

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indemnity, no admission, offer, promise of payment or indemnity shall be made by the Hiree without the Owner's or their insurers consent in writing.

10. Re-Hiring

10.1 The plant or any part thereof shall not be re-hired, sub-let or lent to any third party without the Owner's consent in writing.

11. Change of Site

11.1 The plant shall not be moved from the site to which it was delivered or consigned without the authority of the Owner in writing.

12. Basis of Charging

12.1 Plant shall be hired out at 'per week' for a minimum of 1 week as shown in a published hire rate list. All charges will conform to those shown and will be strictly applied unless otherwise confirmed in writing by the Owner to the Hiree.

12.2 The owner may implement a clean up charge of €5,50 per mats if they are returned in a dirty condition.

13. Notice of Termination

13.1 The Owner will not accept any termination instructions from the Hiree at the time of the placing of any hire order.

13.2 Hirees wishing to order plant for a specific period of time must terminate the contract in the way described herein and must not rely on any details or instructions regarding length of time plant is required given to the Owner.

13.3 The Contract shall be determinable by seven working days (not counting statutory holidays, weekends or construction industry shutdown days) notice in writing given by either party to the other except in cases where plant has been lost or damaged, or where clause 20.2 below applies, or where minimum notice of termination periods apply.

13.4 Hirees wishing to give termination instructions by telephone are bound by the same notice requirements contained in clause © and should request and note a termination reference number and the name of the Owner's representative concerned. Full details should then be confirmed in writing by the Hiree to the Owner.

13.5 Receipt of written or telephoned termination instructions by the Owner will be confirmed to the Hiree in writing. Should the Hiree not receive any confirmation within seven days of giving termination instructions the Hiree should contact the Owner and request such confirmation and a termination number which should be noted and retained.

13.6 In the event of any dispute the details contained in clauses 15.1 and 15.5 above must be provided.

13.7 Where a Hiree gives notice to terminate the contract, in accordance with clause 19.3 and 19.4 above, and wishes the Owner to collect plant from site, a full seven working days (not counting statutory holidays, weekends or construction industry shutdown days), from the day of notice of termination must be allowed for collection from site.

13.8 The Hiree is fully responsible for all plant during this period and until collected from site and Hiree must make all necessary arrangements in order to comply with all the transport and collection requirements contained in this contract. The Hiree is fully responsible for any losses or damage sustained during this period. The Hiree should arrange any insurance accordingly.

13.9 Notwithstanding that the Owner may have agreed to accept less than 7 day notice of termination, the Hiree's obligations shall continue until the plant is returned to the Owner or until the Owner has collected the plant.

14. Transport

14.1 The Hiree shall pay the cost of and if required by Owner, arrange transport of the plant from the Owner's depot to the site and return to depot on completion of the hire period.

15. Government Regulations

15.1 Where any item of plant or transport is supplied, by the owner, the Hiree will be responsible for compliance with relevant regulations issued by the Government or Local Authorities, including Health and Safety at Work Act and observance of the Road Traffic Acts should they apply

16. Protection of Owner's Right

16.1 The Hiree shall not re-hire, sell, mortgage, charge, pledge, part with possession of or otherwise deal with the plant except as provided under Clause 12 and shall protect the same against distress, execution or seizure and shall indemnify the Owner against all losses, damage, costs, charges and expenses arising as a direct result of any failure to observe and perform this condition.

17. Waiver of Public and Private Liability

17.1 e Mats and other temporary access products supplied by the owner are installed and used by the Hiree, its agents, contractors or employees or member of the public attending the venue or hire site, entirely at their own risk.

17.2 The owner will in no way be liable for any damage to property or injury to persons, whether the hiree, its agents, contractors, employees or members of the public attending the venue or hire site.

18. Foundations

18.1 The Hiree shall provide suitable foundations in an acceptable position for any portable accommodation unit to stand on. In case of doubt reference should be made to the owner.

19. Trackway connections/Health & Safety

19.1 Like all temporary access and ground protection solutions, e Mats **MUST** be connected at all times with connectors and/or metal straps and pin provided. The owner will not accept responsibility for damage, personal injury or "unsatisfactory" performance caused by e Mats that are not connected.

19.2 Health and safety insurance levy – If it is discovered by the owners' staff that the e Mats provided on hire are not connected in the correct manner as advised, the owner will charge a Health & Safety Insurance Levy equivalent to 5% of the total cost of the hire.

20. Steel Tracked Vehicles

20.1 Steel tracked vehicles cannot be used on tt Mats unless rubber mats protection is placed over the mats. Rubber mats can be provided for a hire charge by the Owner if so advised by the Hiree prior to the hire. Any damage to the tt Mats caused by the negligent use of steel tracked vehicles over the mats will be charged at full replacement cost.

21. Payment

21.1 Where account facilities have been granted in writing all invoices must be paid within 30 days from date of invoice. Failure to pay any invoice within the 30 days period will result in immediate withdrawal of all credit account facilities and all invoices rendered and all future invoices to e rendered will be immediately due and payable. Where no such facilities have been granted payment will be with order or where previously agreed on delivery. Where these terms are exceeded interest shall be payable at the rate 3% per month on the balance outstanding from the date payment was due until the date when payment is actually received. This should be without prejudice to any other rights or remedies available.

21.2 Should the Hiree fail to ensure prompt payment the Owner may require the Hiree to return all plants. Having been requested to do so, should the Hiree fail to return the plant the Owner may arrange to collect any repossess plant from site. If the Owner is unable to collect plant, or any part thereof from site, for any reason then such plant, or part thereof shall be deemed to have been sold to the Hiree as at the date of collection or attempted collection at the full replacement cost of such plant or part thereof. If any plant collected or received from the Hiree is in need of repair replacement or cleaning, the procedure set out in clauses 10.3 will apply.

21.3 In the event of the Owner deeming it necessary to commence legal action to recover unpaid accounts, the Owner reserves the right to include all costs, expenses and interest in the claim.

22. Data Protection

22.1 The Owner may supply information relating the Hiree to a credit reference agency and to any company requiring a trade reference. For all purposes connected with the Data Protection Act, the Owner's Company Secretary has been designated as the Data Controller.

23. CPA Model Terms and Conditions

23.1 In addition to fomacon Group Hire Terms and Condition, all hires are subjected to CPA Model Terms and Conditions. Hereby accept the terms and conditions set above For and on behalf of:
(the offer of the project, it's part of the contract)

Name of Hiree _____

Complete address of Hiree _____

Signature, stamp & Date _____