



TERMS & CONDITIONS OF RENTAL

1. **Applications of Terms & Conditions;** The following terms and conditions shall constitute the entire agreement between Allied Associates Geophysical Limited "The Owner" and the hirer of the equipment comprised in the rental contract "The Customer". No contract shall be formed until the dispatch by the Owner to the Customer of the Owners written acknowledgement of order, the dispatch to the Customer of the said equipment or the delivery to the Customer of an invoice whichever shall occur first. By placing an order with the Owner, the Customer shall be deemed to have accepted these Terms & Conditions. No modification of these terms & conditions shall have effect, unless made in writing and, signed by the party claiming to be bound thereby. And, no modification of these terms & conditions shall be effected by any documentation, or communication from the Customer, purporting to give effect to different items and/or conditions.
2. **Period of Rental.** The minimum rental period shall be 2 days or part of a day. The rental period shall be deemed to commence on the day the equipment is dispatched from the Owners premises, unless other arrangements have been agreed, and shall be deemed to continue up to and including the day the equipment is returned to the Owners premises, again unless other arrangements have been agreed, and providing that;
 - (a); Equipment must be returned prior to 5.00 pm on a week day (unless the owner has agreed otherwise).
 - (b); In case of equipment dispatched on rental by the owner outside the United Kingdom, the rental period shall be deemed to end on the day following the day on which the equipment is cleared through UK customs by the Owners' designated Customs Agents in England.

In the case of rental contracts for a fixed term, the terms fixed shall be the minimum period of rental. In the case of other rentals, the rental period maybe terminated by either party giving the other party not less than 48 hours prior notice of termination in writing. For the purpose of these terms & conditions, the expression "In writing" shall mean to include communications by e-mail, fax or letter.
3. **Rental Charges.** The rental charge payable by the customer shall be at the rate or rates stated on the Owners written acknowledgement of order. The Owner reserves the right to alter rental charges and the other charges referred to as follows:
4. **Other Charges.**
 - (a); **Insurance Charge:** Allied Associates Geophysical Limited do not offer insurance of equipment. However, if under extraordinary conditions, insurance can be provided and an insurance charge is specified in the written acknowledgment of order, issued by he Owner. The Owner will insure equipment and make an insurance charge to the customer. If no insurance charge is specified in the said acknowledgement of order, it is the responsibility of the customer to insure the equipment from the Owner's Premises. Until the said equipment is received back at the Owner's premises, and written acceptance of receipt of the said equipment is obtained by the customer, the insurance must be effective.
 - (b); **Delivery and documentation charges.** In addition to the rental charge, the Owner will make a separate charge for the delivery of the equipment to the customer and for insurance. It is the responsibility of the customer to return the equipment to the premises of the Owner from which the equipment was originally dispatched - (Unless other arrangements have been agreed) - on a weekday, if possible, by appropriate means of transport at the end of the rental period. If in any particular case the owner shall agree to collect the equipment, the Owner shall be entitled to make a separate collection charge. Where equipment is dispatched to a destination outside the UK, an additional documentation charge will be made.

5. **Payment.** (a): The customer shall pay the charges against invoices provided monthly during the rental period by the Owner to the customer for each item of equipment.
- (b): If any charge remains unpaid for more than 10 days after the due date, the Owner shall have the right to terminate the rental.
- (c): The Owner shall have the right to recover from the Customer interest at the rate of 5% for every 30 days (and pro rata for any part of the period of 30 days), on the sum unpaid, calculated from the due date for payment until the date of actual receipt of payment by the Owner.
- (d): The customer shall indemnify the Owner against loss or expense sustained or incurred by the Owner as a result of any change in currency exchange rates, by reason of/or in connection with any failure on the part of the Customer to pay any sum payable here under on the due date for payment thereof.
- (e): VAT. Prices quoted are exclusive of VAT. European invoices will be processed inline with European accounting procedures.
6. **Acceptance of equipment.** Acceptance of delivery of the equipment by the customer or its agent shall be conclusive evidence that the equipment was delivered in good operation condition, and in all respects, in accordance with the rental contract, and fit for any purpose for which it may be required by the customer.
7. **Ownership.** The equipment is and shall remain the property of the Owner, and is provided to the Customer solely on a rental basis and without any option to purchase. The Owner shall however, be entitled without consent of the customer at any time prior to, or during the continuance of the rental period to sell, transfer or otherwise dispose of all or any of its rights or interests in or to the equipment, or sums payable under the rental contract to any third party with thereby terminating the rental contract. Ownership of equipment supplied will mean equipment owned by Allied Associates geophysical Ltd, or third party finance facilities. Goods and equipment supplied by and owned by Allied Associates Geophysical Ltd need not necessarily mean full title is vested with Allied Associates.
8. **Delivery Dates.** Whilst the owner will make all reasonable endeavors to adhere to quoted delivery dates, in no circumstances whatsoever shall the Owner be liable to the customer or any third party for any delay in delivery, howsoever caused or any losses resulting therefrom.
9. **Owners Liability.** The Owner, having taken all reasonable care to ensure that the said equipment is in good working order when dispatched to the customer, makes no representation and gives no warranty as to the merchantability of the equipment or its fitness or suitability for any particular purpose of use.
10. **Indemnity.** The customer shall be solely responsible for and shall hold the Owner fully indemnified against any loss, damage or injury (including death) to persons or property occurring through or in connection with the incorrect, misuse and or negligence of said equipment.
11. **Customer Obligations.** The customer agrees with the Owner, that the customer will:-
- a) Repay the owner upon demand all costs, charges and expenses incurred by the owner in anyway by reason of, or in connection with, any breach of any of these terms and conditions by the customer, including (but without limitation), all costs and expenses incurred by the owner in the execution of its rights hereunder.
 - b) Keep the equipment in good condition and not subject the same to any misuse or unreasonable wear and tear.
 - c) Permit the owner or its authorized representative at all reasonable times to enter upon premises, vehicle or vessel where the said equipment is then located, to enable it to be inspected, maintained, repaired or tested.

- d) Keep the equipment in customer possession and under control, and will not allow the said equipment to be transferred to any country prohibited for the time being by the Department of Trade & Industry or the U.S. Department of Commerce.
 - e) Preserve the owners and manufacturers identification numbers and mark any nameplates that may be upon the said equipment, when it's dispatched by the owner.
 - f) Notify the owner immediately of any loss or damage to the said equipment, and reimburse the owner on demand in respect thereof. It is the responsibility of the customer to insure the equipment in accordance with paragraph 4 (a) hereof:-
 - i) The owner shall continue to charge the customer the full rental charge in respect of the equipment, until such payment is received by the owner, and
 - ii) The customer shall be liable to the owner for a sum equal to the full cost to the owner of replacing the said equipment with new equipment of the same description or as the case maybe of equipment as near to the same description as maybe obtainable by the owner at the relevant time.
 - g) Not sell, assign, rent or transfer the benefit of the rental contract in whole or in part, or part with possession of the said equipment or any part thereof.
 - h) Not make any alterations or modifications or adjustments or do or attempt any repairs to the said equipment without the written consent of the owner.
 - i) (I) Pay all sums falling due under this agreement on the due date for payment without any set off counter claim withholdings or retention's.
- 12. *Default.*** Allied Associates will exercise the right and terminate the hire should any breach of these terms and conditions occur. This will include entering upon property or premises where equipment is in use.