

## CheckPoint Pumps & Systems US Rental Terms and Conditions

### 1. Definitions

For the purposes of these Terms and Conditions, all items of machinery, equipment, and accessories on hire shall hereafter be referred to as "Plant". CheckPoint, the firm letting the Plant, shall hereafter be referred to as "Owner". The Company, Corporation, Public Authority, or Person hiring the Owner's Plant shall hereafter be referred to as "Hirer".

### 2. Period of Hire

The Period of Hire shall be deemed to commence on the day the Plant is dispatched or uplifted from the Owner's facility and continue until the day it is returned to the Owner's facility from which it was hired.

### 3. Delivery in Good Order

Signature of the delivery note by the Hirer or the Hirer's authorized representative signifies that the Plant is accepted by the Hirer as being in good working order and entirely free from damage at the time of receipt. Signature of the delivery note signifies full acceptance of Owner's Conditions of Hire.

### 4. Freight Charges

Incoterms – Ex-Works CheckPoint Pumps & Systems, Mandeville, LA

### 5. Responsibility of Hirer

The Hirer shall be responsible for the Plant during the entirety of the Period of Hire as defined in Clause 2. During the Period of Hire, the Hirer shall accept full responsibility for loss or damage to the Plant or parts thereof (fair wear and tear accepted) and shall completely indemnify the Owner against all claims by any persons whatsoever with respect to injury to person or property in connection with or arising out of use of the Plant and with respect to all costs and charges in connection therewith, whether arising under statute or under common law. The Hirer shall cover the any such indemnity with the Hirer's insurance.

It is the responsibility of the Hirer to ensure chemical compatibility with all of the Owner's products. Any compatibility issues must be raised and clarified by the Hirer prior to order being placed or standard Owner materials will be used. When any Plant is returned to Owner, it must be completely clean of chemical and accompanied by the correct material safety data sheet (MSDS). If any Plant or related product is returned unclean, an additional charge to be paid by Hirer will be incurred for cleaning and disposal.

#### 6. Lost, Damaged, or Non-returned Plant

When Plant is not returned for any reason, including but not limited to reported loss, the hire will continue until the Hirer pays to the Owner the Owner's current manufacturer list price for replacement. When Plant is returned damaged, the Hirer will pay to the owner all costs incurred in rectifying the damage. Hire charges will continue until such rectification is complete.

#### 7. Consequential Loss

The Owner shall not be liable for any consequential damage whatsoever caused by or arising from the late delivery, non-delivery, unsuitability, deficiency, or repossession of the Plant or any part thereof or any malfunction, breakdown, or stoppage of the same.

#### 8. Maintenance of Plant

The Hirer shall allow the Plant to be operated only by persons competent to do so and only within its rated limits. The Hirer shall return the Plant at the end of the hire in the same condition as received (fair wear and tear accepted). The Hirer shall be responsible for compliance with all laws and regulations pertaining to the Plant and the use thereof. Owner technicians are available on a fee basis to provide on-site commissioning, personnel training, or maintenance for rental or other injection packages manufactured by Owner.

#### 9. Certification

Certification will be supplied for Plant where applicable for an additional charge.

#### 10. Hire Charges

When Plant is hired at a daily rate, hire charges will be invoiced at the end of each calendar month or at the termination of the hire. The Period of Hire includes the days of delivery to and return from the Hirer. The Period of Hire commences upon shipment and concludes upon receipt of Plant by Owner.

#### 11. Payment Terms

Net terms are offered to approved clients; all others are subject to 14 days advanced credit card payment.

#### 12. Ownership of Plant

The Plant remains the property of the Owner and the Owner shall be entitled at any time to terminate the hire and repossess the Plant or any part thereof. Rental Plant is strictly not for sale, regardless of the length of the rental duration, unless expressed by Owner in previous written agreement. Retrospective buy-out negotiations will not be entered into or considered.



13. Environmental Fee

An environmental fee of \$200 will be applicable upon the return of each individual Plant, whether used or unused. This will be billed upon return via the final invoice.

14. Cancellation

Any cost(s) relating to special job-specific preparation of Plant will be chargeable in the event of any Plant or associated items being cancelled. Re-stockable Plant or associated items will incur a handling charge of 10% in the event of cancellation.

15. Availability

Standard availability is 48 hours, subject to fleet inventory. Owner may offer expedite and/or after-hour callout services to accommodate emergencies, for a fee. Owner Plant rentals can also be reserved in advance, for delivery on a specific date. Advance rentals must be secured by a valid purchase order and 3-day rental deposit.

16. General

The conditions herein are to be incorporated into the hire contract and shall prevail in the event of the Hirer's conditions not coinciding herewith. In signing this document or in accepting the Plant, the Hirer agrees to all terms and conditions within this agreement and further agrees that these terms and conditions prevail over all and any other terms and conditions on the Hirer's contract/purchase order without exception.

Owner Company Name: CheckPoint Pumps & Systems

\_\_\_\_\_  
Name:

Title:

Agreed to and accepted this \_\_\_day of \_\_\_, 20\_\_\_

Hirer Company Name:

\_\_\_\_\_  
Name:

Title: