



TERMS & CONDITIONS FOR HIRE, LOAN EQUIPMENT (INCLUDING TRIAL EQUIPMENT)

DEFINITIONS

DRM Technic Limited shall hereinafter be referred to as the Owner. A Company hiring, or loaning equipment that shall hereinafter be referred to as the Supplier. Items hired, loaned or trialled shall hereinafter be referred to as the equipment. Trial equipment is subject to the conditions of, and will be known as, loan equipment. The person or company hiring or loaning the equipment will be referred to as the client.

LAW

The law of England shall govern the rights and obligations of the parties to this contract, the construction of the same and so far, as possible all other matters arising out of or connected with the making, execution and termination of the same.

CONTRACT CHARGES

For hire equipment, the minimum hire contract period shall be a seven-day week inclusive, unless otherwise agreed. Any period less than seven shall be treated as a complete week for the purposes of invoicing. The charges on each contract shall be at the catalogue rates unless otherwise agreed. Carriage charges in either direction shall be included additionally to the weekly hire rates agreed.

For loan equipment, there is no minimum loan contract period, unless otherwise agreed. The charges on each contract shall be decided and agreed by both parties prior to the commencement of the loan period. Carriage charges in either direction shall be included in addition to the weekly agreed rates. If the weekly rate is NIL, the carriage costs in either direction will be payable by the client.

CONTRACT PERIOD

The hire or loan contract period shall commence from the date of despatch or the date of collection from the Owners premises unless otherwise agreed. The period shall cease on the day the Equipment is collected from the Clients premises or delivered back to the Owners premises, unless otherwise agreed.

CLIENTS RESPONSIBILITIES (for ALL equipment)

The Client will ensure that the Equipment is checked upon receipt for damage or defects. The Owner shall not be responsible for damage to such goods if not informed within a reasonable time. Reasonable time will mean no more than 1 working day.

The Client will ensure that the Equipment is kept in a good and sound condition during use and storage.

The Client will ensure that the Equipment is not subjected to any misuse or unfair wear and tear during use and storage.

The Client will ensure that they Preserve the Owner's or Manufacturer's identification numbers or marks on the Equipment.

The Client will ensure that they Observe entirely the Owner's or Manufacturer's instructions and other regulations that may be issued for the proper use thereof, and will be responsible for any damage caused to the Equipment arising from a failure to observe such instructions or regulations.

The Client Will Indemnify the Owner in respect of any loss or damage, however caused, during use and storage of the Equipment. In the event of such loss or damage the Hirer will immediately inform the Owner. A replacement or repair cost will be quoted including any short fall in income as a result of the loss or damage. The agreed hire charges will continue until the Owner has been re-imbursed in full.

The Client will ensure that the Equipment is suitable for use, with particular attention to hazardous environments and use abroad.

The Client will Arrange adequate insurance to cover the full replacement cost of the Equipment if used in hazardous environments or for use abroad.

The Client shall not, without previous consent of the Owner, use Equipment outside the U.K.

The Client shall not, without previous consent of the Owner, sell or offer for sale, mortgage, pledge, lend or otherwise dispose of or part with possession of the Equipment.

The Client shall ensure that any Data retained in instruments should be down loaded before they are returned.

The Client will ensure all equipment, where necessary, is decontaminated and cleaned prior to returning to the owner. As Decontamination Notice shall be completed by the client and returned with the equipment.

THIRD PARTY REQUIREMENTS & CONSEQUENTIAL LOSSES

The Client will not hold the Owner responsible for any loss, damage, injury, death to persons, or property for whatever reasons with regard to use of Equipment. The Owner shall not be liable for any consequential expense, liability, loss, claim or proceedings whatsoever caused by or arising out of the late delivery, unsuitability, failure or repossession of the Equipment and plant or any part thereof or any breakdown or stoppage of same.

INSTRUMENTS SENT FOR CALIBRATION

Calibrations are performed to manufacturer's instructions unless the customer states otherwise.

Data retained in instruments should be down loaded before they are sent for calibration as the calibration process may corrupt or delete stored records.

Equipment software or firmware updates are only preformed on customer request.

Instruments not collected within a month of the calibration certificate being issued will be returned to the customer and all courier charges will be invoiced to the customer.

Instruments found to be Beyond Economic Repair (BER) will be returned to the customer and all courier charges will be invoiced to the customer.

REFUNDS & CANCELLATION POLICY

Orders for equipment may be cancelled in writing prior to dispatch without any cost being incurred by the Customer. However once the equipment has been dispatched, and prior to delivery, any subsequent cancellation of the order will be subject to a fee of 50% of the agreed rate, plus carriage costs. After delivery the order cannot be cancelled and our minimum charges will apply.

DELIVERY

The Company shall dispatch goods to the Customer for the required date or shall notify the Customer if goods are unavailable or if there is any delay which may result in goods being delivered outside the required date.

All rates are correct going to press, but may be subject to change without notice.