

GENERAL CONDITIONS FOR THE HIRING OF PLANT

Owner: ANDRON EQUIPMENTS LLC

1. DEFINITIONS

- 1.1 **Owner:** The company, firm, or person letting the Plant on hire.
1.2 **Hirer:** The company, firm, person, corporation, or public authority hiring the Owner's Plant, including successors and permitted assigns.
1.3 **Plant:** All classes of plant, machinery, equipment, and accessories agreed to be hired by the Owner to the Hirer.

2. WARRANTY AND LIABILITY

No conditions or warranties other than those expressly stated herein shall be implied or deemed to form part of this Contract.

3. AVAILABILITY OF PLANT

The Plant is offered subject to availability at the time the Owner receives the Hirer's acceptance of this Contract.

4. LOADING AND UNLOADING

The Hirer shall be responsible for unloading and reloading the Plant at site. Any driver, operator, or flagman supplied by the Owner shall, for all operational purposes, be deemed to be under the Hirer's control.

5. DELIVERY, CONDITION, AND MAINTENANCE

- 5.1 Unless the Owner receives written notice to the contrary within one (1) working day of delivery, the Plant shall be deemed to have been delivered in good order and condition, fit for its intended use, and to the Hirer's satisfaction.
5.2 The Hirer shall be responsible for the safekeeping and proper use of the Plant, shall operate it in a workmanlike manner within the manufacturer's rated capacity, and shall return it upon completion of the hire in equally good order, fair wear and tear excepted.
5.3 The Hirer shall take all reasonable steps to remain informed of the condition of the Plant. Continued use of the Plant in an unsafe or unsatisfactory condition shall be entirely at the Hirer's risk, and the Hirer shall be solely responsible for any resulting loss, damage, or accident.
5.4 The Hirer shall notify the Owner every 200–250 operating hours to enable routine maintenance and servicing to be carried out.

6. BREAKDOWN

- 6.1 Any breakdown or unsatisfactory operation of the Plant shall be reported to the Owner immediately by telephone.
6.2 Allowance shall be made for stoppages caused by inherent defects or fair wear and tear, and for normal running repairs in accordance with this Contract.
6.3 The Hirer shall be responsible for all costs, losses, damages, and hire charges incurred due to breakdowns arising from the Hirer's negligence, misdirection, or misuse (whether by the Hirer or its employees or agents). Repairs resulting from normal wear and tear shall be the Owner's responsibility.

7. OTHER STOPPAGES

No claims shall be admitted for stoppages arising from causes beyond the Owner's control, including but not limited to adverse weather or ground conditions. The Owner shall not be responsible for the cost of recovering Plant from soft or unsuitable ground.

8. CONSEQUENTIAL LOSSES

The Owner shall not be liable for any consequential loss or damage arising from breakdown, stoppage, or non-arrival of the Plant due to any cause whatsoever, including accidents during loading, unloading, or transportation.

9. HIRER'S RESPONSIBILITY FOR LOSS AND DAMAGE

During the hire period, the Hirer shall be responsible for and shall make good to the Owner any loss of or damage to the Plant from any cause whatsoever, fair wear and tear accepted. The Hirer shall fully indemnify the Owner against all claims, losses, damages, costs, and expenses arising from injury to persons or damage to property in connection with the use of the Plant.

10. NOTICE OF ACCIDENTS

In the event of any accident involving the Plant that results in personal injury or property damage, the Hirer shall immediately notify the Owner by email and confirm the same in writing. The Hirer shall not make any admission, offer, promise, or payment in respect of any claim without the Owner's prior written consent.

11. SUB-LETTING

The Hirer shall not sub-let, lend, or otherwise part with possession of the Plant or any part thereof without the Owner's prior written consent.

12. CHANGE OF SITE

The Plant shall not be moved from the delivery site without the Owner's prior written approval.

13. SERVICING AND INSPECTION

The Hirer shall permit the Owner, its agents, or insurer's reasonable access to the Plant for inspection, testing, adjustment, repair, or replacement. Where practicable, such work shall be carried out at times convenient to the Hirer. Consumables shall be charged as used.

14. REPAIRS AND ADJUSTMENTS

Except for repairs carried out by the Owner's service staff, the Hirer shall not repair or attempt to repair the Plant without the Owner's prior written authorization. No allowance for hire charges or repair costs shall be made unless expressly approved in writing by the Owner. Repairs necessitated by the Hirer's negligence, misdirection, or misuse shall be charged to the Hirer.

15. TERMINATION

Where the hire period is indeterminate, either party may terminate this Contract by giving seven (7) days' written notice to the other. In the absence of such notice, hire charges for the notice period shall remain payable. Notice given to the Owner's driver, operator, or technician shall not constitute valid notice under this clause.

16. TRANSPORT

The Hirer shall bear the cost of transporting the Plant from the Owner's premises to the site and for its return upon completion of the hire, whether transport is arranged by the Owner or otherwise.

17. OPERATING CONDITIONS

- 17.1 Generators: Generator sets shall be operated between 40% and 90% of rated output. Any damage resulting from failure to comply with this condition shall be borne by the Hirer.
17.2 Operating Hours: Unless otherwise agreed in writing, the Plant shall be operated for a maximum of ten (10) hours per day. Operation beyond ten (10) hours per day shall be charged at 1.5 times the agreed hire rate or shall require the Owner's prior written approval.