



STANDARD TRADING TERMS AND CONDITIONS

DEFINITIONS

1 Definitions

- 1.1 **RSS** - means Rental Support Services (Pty) Ltd being the Proprietor of the equipment to be hired by the Customer and the provider of the services to be rendered to the Customer.
- 1.2 **Customer** - means the person or entity (includes an agent of the Customer) who hires the Equipment and/or who requests the services from RSS upon the terms and conditions in this agreement.
- 1.3 **Equipment** - means any equipment, vehicles and accessories hired or to be hired by the Customer from RSS.
- 1.4 **Services** - means the services which the Customer requests RSS to render or provide.

2 Hire of Equipment

- 2.1 The hiring of the Equipment will commence from the date of delivery of the Equipment to the Customer and continue for the duration of the hire period as ordered by the Customer and approved by RSS (the agreed upon hire period).
- 2.2 The Customer is entitled to use the Equipment for the agreed hire period. Any extension of the hire period must be agreed to by RSS.
- 2.3 The Customer agrees to return the Equipment to the address of RSS on or before the end of the agreed hire period. Failure to do so will cause the hire or period to be extended accordingly and without further notice until return of the Equipment and RSS may at its discretion repossess the Equipment and/or report the Equipment as having been stolen.
- 2.4 No Equipment will be taken beyond the Namibian borders without the written consent of RSS.
- 2.5 RSS does not warrant the fitness of the Equipment to perform any particular job or function and the Customer acknowledges and agrees that they have relied on their judgment and expertise in this regard prior to ordering or taking delivery of the Equipment.

3 Payment of Equipment rental and Service fees

- 3.1 The Customer agrees to pay RSS the fee for the services rendered and/or the rental hire of Equipment including any applicable fines, penalties, levies, fuel or freight and other charges related to the Services or hire of Equipment.
- 3.2 The required fees in respect of services and rental in respect of Equipment hire must be paid to RSS prior to or on the date that Services are to be provided or the commencement date of the hire period unless otherwise agreed to in writing by RSS. Account Customers may pay their account on prior agreed terms.
- 3.3 RSS may agree to make Equipment delivery and collection arrangements to and from the Customer's site and the Customer will pay to RSS any charges and expenses incurred in such delivery and/or collection.
- 3.4 RSS will use its best endeavours to deliver the Equipment or to render the Services by the agreed time but will not be liable to the Customer for a late delivery, non-delivery or any associated loss or damage due to a late or non-delivery of the Equipment or Services.
- 3.5 RSS may agree to provide drivers, operators, advisors or any other services associated with the Equipment hired and required by the Customer, whereon the Customer will pay to RSS any charges and expenses charged and/or incurred by such services.
- 3.6 RSS reserves the right at any time without notice to revise its standard Service or hire charges.
- 3.7 RSS may charge interest on all amounts outstanding or overdue by the Customer at 10% per month calculated daily from the due date to the receipt of payment.

4 Use, operation and maintenance of Equipment

- 4.1 The Equipment hired will not be used by anyone other than

the Customer without the express permission of RSS.

- 4.2 The Customer will ensure that all persons using or operating the Equipment hired are instructed in its safe and proper use and where required hold a valid certificate of competency or are fully licensed to use it.
- 4.3 The Customer agrees to operate, maintain, store and transport the Equipment strictly in accordance with any instruction provided by RSS and with due care and diligence.
- 4.4 The Customer agrees that the Equipment will only be used for its intended purpose and in accordance with any manufacturer's instructions and recommendations whether supplied by RSS or posted on the Equipment in regard to its operation, maintenance and storage.
- 4.5 In the event of the Customer requiring of RSS to provide drivers, operators or advisors, such drivers, operators or advisors will operate the Equipment under the direct supervision or under the instructions of the Customer and the Customer shall be liable for the actions or omissions of such operators, drivers or advisors while operating the Equipment under the supervision or under the instructions of the Customer.
- 4.6 The Customer agrees to comply with all occupational health and safety laws and regulations relating to the use of the Equipment and associated operations.
- 4.7 The Customer agrees to comply with all Namibian traffic (and other) laws and regulations while operating the Equipment.
- 4.8 The Customer will ensure that the Equipment is returned to RSS clean of all foreign matter or agrees to a reasonable cleaning fee being charged by RSS.
- 4.9 The reasonable costs of fuel or other consumables provided by RSS and used by the Customer are to be paid to RSS at the completion date.
- 4.10 The daily rate for the hiring of Equipment is based on an 8 (eight) hour period.
- 4.11 The weekly rate for the hiring of Equipment is based on 40 (forty) hours use over a 7 (seven) day period.

5 Customer's warranties

The Customer warrants that:

- 5.1 The Equipment will be used in accordance with these Standard Trading Terms and Conditions.
- 5.2 The Customer's particulars provided by the Customer are correct in every respect and are not misleading in any way including, without limitation, by omission.
- 5.3 The Customer holds a valid current driver's licence, operating licence or permit valid for the type of Equipment hired or the Customer will utilize a driver or operator of RSS duly licenced for such Equipment.
- 5.4 The Equipment will not be used for any illegal or unlawful purposes.
- 5.5 The Customer's vehicle is suitable for towing or hauling the Equipment if so required by the Customer.
- 5.6 The Customer will not, without prior written consent of RSS, tamper with, repair or modify the Equipment in any way, or permit another to do so.
- 5.7 The Customer agrees that the Equipment complies with its description, is in merchantable condition and is fit for the Customer's purposes.
- 5.8 The Customer agrees that the Equipment is free from damage including; dents, chips, tears or any other defects either on the body or interior of the Equipment save for such damage as recorded by RSS prior to delivery of the Equipment to the Customer.
- 5.9 The Customer agrees that the Equipment has been received by the Customer clean and in good working order.
- 5.10 The Customer will not in any way part with possession of the Equipment, nor assign its rights to such Equipment without the prior approval of RSS.

6 Indemnity and limitation of liability

- 6.1 The Customer agrees that the use of the Equipment hired carries with it dangers and risks of injury and the Customer agrees to accept all associated dangers and risks.
- 6.2 The Customer will assume all risks and liabilities for, and in respect of the Equipment and for all injuries to or deaths of persons and any damage to property how so ever arising from the Customer's possession, use, maintenance, repair, storage or transport of the Equipment.
- 6.3 To the full extent permitted by law the Customer releases, discharges and indemnifies RSS from all claims and demands on RSS arising out of or consequent on the use or misuse of the Equipment during the hire period or consequent to the Services rendered by RSS to the Customer.
- 6.4 RSS shall not be liable for any direct or consequential loss or damage of whatsoever nature (including without limitation in relation to the death or injury of any person) suffered by the Customer by virtue of the Services provided by or Equipment hired from RSS or the failure of RSS to provide such Services or hire such Equipment to the Customer. Any liability of RSS which cannot be excluded in law or by the provisions of these Standard Trading Terms and Conditions will not exceed N\$1,000,000.00 (One Million Namibian Dollars) in respect of any occurrence giving rise to such liability.
- 6.5 To the extent permitted by law RSS disclaims all liability for and does not give any warranties to the Customer as to the performance of the Equipment.

7 Loss, damage or breakdown of Equipment

- 7.1 The Customer will be responsible for any loss of or damage to the Equipment irrespective of how the loss or damage occurred, except for fair wear and tear, during the hire period. This Includes but will not be limited to:
- (i) Breach of any statutory laws or regulations relating to the use of the Equipment by the Customer.
 - (ii) Misuse, abuse, wilful and/or malicious acts, negligent and/or reckless use and/or overloading of the Equipment.
 - (iii) Theft, loss or damage by whatever cause of or to the Equipment, tools and/or accessories supplied with the Equipment.
 - (iv) Lack of lubrication or non-adherence to other normal maintenance requirements that could reasonably be expected of the Customer.
 - (v) Disregard for instructions given to the Customer by RSS in respect of the proper use of the Equipment or and in compliance with the manufacturer's instructions if supplied with the Equipment at the commencement of hire.
 - (vi) Unexplained disappearances of the Equipment.
 - (vii) Loading or off-loading of Equipment from maritime vessels, or vehicles, transportation of Equipment on maritime vessels or vehicle use of Equipment on any wharf or bridge or over any body of water.
- 7.2 The Customer will furthermore be liable to RSS for loss of income which it may suffer as a result of repairs being done to Equipment which was damaged by the Customer.
- 7.3 The Customer is liable for the payment of the new list price of any Equipment not returned to RSS. If there is a breakdown failure or accident involving the Equipment, the Customer will notify RSS immediately for the appropriate action to be taken.

8 Title and Possession to Equipment

- 8.1 The Customer acknowledges that RSS retains title (ownership) to the Equipment and that the Customer has rights to use the Equipment by agreement only.
- 8.2 The Customer agrees not to offer or purport to sell, assign, sub-let, lend, pledge, mortgage let or hire or otherwise part with or attempt to part with RSS' Equipment or otherwise deal with the Equipment and not to conceal, alter or make any addition or alteration to the Equipment.

9 Repossession and remedies on default

- 9.1 RSS may retake possession of the Equipment if the Customer breaches any of these terms and conditions or the agreements relating to the hire period of terms of payment notwithstanding anything else herein contained.
- 9.2 If repossession takes place, RSS will only charge the hire fee for Equipment being hired up to and including the time of repossession.

- 9.3 All costs incurred by RSS in repossessing due to a breach are for the Customer's account.
- 9.4 In the case of repossession due to a breach of this Agreement the Customer agrees to grant RSS permission to enter any premises where the Equipment is situated to decommission and/or remove that Equipment.
- 9.5 In addition to RSS' right to retake possession RSS is entitled in its discretion, following any breach of any provision of this Agreement by the Customer, to terminate this Agreement and/or sue for recovery of any damages or charges or loss suffered by RSS, and to recover any cost RSS may have incurred in relation to collecting amounts outstanding relevant to this Agreement.

10 Completion of the hire period

- 10.1 The hire period is completed when the Equipment has been returned to RSS in the same condition as when it was hired.
- 10.2 Equipment will be deemed returned and the hire period completed when the Customer has informed RSS at RSS' premises by telephone, email or in person that the Equipment is ready for pick-up in the event a pick-up having been agreed upon. Delivery drivers are not authorized to accept collection details.
- 10.3 Where collection on the Customer's site is agreed RSS will arrange to collect the Equipment within a reasonable period after a request to do so.
- 10.4 The Customer agrees to maintain the responsibility for the Equipment whilst it is awaiting collection by RSS.
- 10.5 Once the Equipment has been inspected and signed for by RSS, or a representative of RSS and the Customer's liabilities towards RSS and/or in respect of the Equipment shall continue until the expiry of the hire period as such.

11 Validity of prices quoted

Prices quoted by RSS will remain firm for a period of 30 days from date of any such quote provided that stenographic or clerical errors are subject to correction.

12 Severance

If any provision of these Terms and Conditions is wholly or partly invalid, unenforceable, illegal, void or voidable, the agreement between RSS and the Customer must be construed as if that provision or part of a provision had been severed from such agreement and the parties remain bound by all of the provisions and part provisions remaining after severance.

13 Governing Law

All agreements between RSS and the Customer regarding the providing of Services and the hire of Equipment shall be governed by the laws of the Republic of Namibia.

14 Privacy

- 14.1 The Customer understands that Namibian legislation allows a supplier to give a credit reporting agency certain personal information about its customers and the Customer consents to RSS providing credit reporting agencies with the Customer's information.
- 14.2 To enable RSS to assess the Customer's application for commercial or personal credit, the Customer authorises RSS as follows:
- (i) If asked to provide commercial credit, to obtain from a credit reporting agency a credit report containing personal credit information about the Customer.
 - (ii) If asked to provide personal credit, to use a credit report containing information about the Customer's commercial activities or commercial creditworthiness from a business which provides information about the commercial creditworthiness of a person or other trading entity.

15. Acknowledgment

The Customer acknowledges that he/she/it has read and understands RSS' Standard Trading Terms and Conditions that he/she/it accepts that all Equipment hired or to be hired from RSS will be hired subject to these terms and conditions and all Services to be rendered by RSS will be rendered subject to these Terms and Conditions.