



Equipment rental terms & conditions.

Definitions

Company	:	INT LIFTING EQUIPMENT RENTAL L.L.C.
Client	:	COMPANY NAME
Equipment	:	Company items utilized by the Client.
Site	:	Where company's equipment will be utilized by the Client
Good(s)	:	The object(s) NAME OF THE MACHINE & S/N.
Owner	:	The person or legal entity whose property the Goods are. (ILE RENTAL)

1 The Equipment

1.1 The equipment shall be as noted herein, subject to availability at the time the Company receives the confirmation of order overleaf which has been duly signed by the Client.

1.2 The Company reserves the right to substitute equivalent equipment at any time during the utilization period.

2 Operators

2.1 The Company shall provide one fully experienced operator for each item of manned equipment.

3 Utilisation Period

3.1 The utilisation period shall commence upon departure of the equipment from the Company's depot and cease upon return in despatched condition.

3.2 The equipment rate is based upon a minimum uninterrupted 8 hours daylight shift per day, 6 days per week depot to depot in despatched condition for the minimum uninterrupted utilisation period mentioned herein. Time in excess and delays outside the Company's control will be charged pro rata. The Company reserves the right to refuse extensions. If personnel in addition to the operator are offered to work with company's equipment similar principles shall be applied for invoicing purpose.

3.3 Night shift working, if applicable, shall be for a minimum uninterrupted period of 1 week and subject to at least 1 week notice of commencement. (The provision of adequate artificial lighting shall be to the responsibility of and to the account of the client).

3.4 Notwithstanding clause 3.1 and 3.2 above, extensions to the agreed utilisation period shall only be by mutual consent in writing.

3.5 The Client hereby undertakes to pay the rates mentioned herein to the Company for the full duration of the utilisation period as defined in clause 3.1 above.

3.6 The equipment charges shall not cease in the event that the Company's personnel are demobilised due to the threat of hostile activities or embassy advice.

4 Maintenance, Repairs, Spare Parts & Consumables

4.1 Lubricants, consumables and fuel oil shall be provided by the Client at his cost, regular maintenance will be provided by the Company.

4.2 In the event of major breakdown the Company shall make available free of charge a mechanic to evaluate the breakdown and, if necessary, supervise the execution of free issue repairs by the Client's maintenance personnel. Spare parts which may be required shall be provided by the Company at his cost. If the site is off-shore or outside the UAE, the responsibility for transportation of mechanics, import of the replacement parts and export of replaced parts including import/export documentation and customs levies shall be the responsibility of and to the account of the Client.

4.3 If the site is outside the UAE the Client shall arrange visas for at least two mechanics nominated by the Company to be valid throughout the utilization period. The Company shall provide necessary personnel information for this purpose upon request.

4.4 There shall be no loss of income to the Company due to breakdowns of less than 24 hours from the time of written notification to the Company by the Client. However, both parties shall make their best endeavors to return the equipment to operational condition as soon as possible.

Signed & stamped;

MEMBER OF:



INT LIFTING EQUIPMENT RENTAL L.L.C
RENTAL OF MOBILE CRUSHERS & SCREENS
P: +971 (0)4 343 0039 F: +971 (0)4 343 3464
info@ilerental.com www.ilerental.com
P.O. Box 125645, Dubai, United Arab Emirates



Equipment rental terms & conditions.

5 Stoppages, Delays and Consequential Losses

5.1 The Client shall indemnify and hold the Company harmless in respect of all claims for stoppages or delays to the Client's activities however arising including but not limited to bad weather. The Client shall indemnify and hold the Company harmless in respect of all claims for consequential losses or damage due to, or arising from, any cause whatsoever including but not limited to accidental damage.

6 Site Preparation and Change of Site

6.1 It shall be the responsibility of the Client to provide access to the areas of intended work and to ensure that the ground has been levelled and compacted etc. so that it is suitable to meet the ground loading pressures of Company's equipment and transport.

6.2 The Client shall be responsible for all costs and expenses which result from recovery of the equipment and transport from soft ground.

6.3 The Client shall not remove the equipment from site or sublease without the Company's prior written permission.

6.4 The equipment shall not be moved from site to any other project until all permissions and documentation necessary to satisfy the appropriate government export requirements have been obtained by the Client.

7 Time Sheets

7.1 The Company shall submit his equipment/personnel timesheets to the Client for the Client's approval at the end of each working day and these timesheets shall be used for the Company's invoicing purposes.

7.2 The client shall ensure that the timesheets are signed daily by their authorised personnel on site to confirm the actual working hours and there shall be no right for subsequent modifications under any circumstances.

8 Accommodation, Messing and Transportation

8.1 The Client shall, at his cost, arrange suitable accommodation, messing and transportation for the Company's personnel.

8.2 The Client shall, at his cost, arrange air tickets for the Company's personnel if the site is outside the UAE.

9 Medical Facilities

9.1 The Client shall provide at his cost emergency medical treatment for the Company's personnel.

10 On site Security

10.1 On site security shall be provided by the Client at his cost and responsibility.

11 Replacement of Operators

11.1 The Client shall have the right to request the Company to replace the operators if, in the Client's opinion, the personnel do not act with due diligence and professionalism without good reason and after being given written notice on two occasions. The cost of replacement of such personnel shall be borne by the Company. Under no circumstances shall the equipment be operated by any person other than the Company's equipment operator unless with prior written consent from the Company.

12 Personal Protection Equipment (PPE)

12.1 The Company shall furnish each of his personnel with a white helmet, safety boots, overalls and eye glasses. Any special color helmets or additional PPE requirements shall be furnished by the Client at his cost.

Signed & stamped;

MEMBER OF:





Equipment rental terms & conditions.

13 Mobilisation and Demobilisation of equipment

13.1 The Client shall be responsible for mobilising and demobilising the equipment to and from sites offshore and abroad at his cost including demurrage if applicable.

13.2 The Client agrees to fully indemnify the Company in respect of the full value of the equipment in the event of non return for any reason including but not limited to war risk damage and confiscation. The Client shall submit to the Company appropriate financial guarantee documentation to cover the indemnity aspects prior to mobilisation of the equipment. The Client shall continue to pay the rental rates referred to herein until the equipment is returned to the Company in despatched condition or until this compensation is paid to the Company at which time title of the equipment will pass to the Client.

13.3 The Client shall, at his cost, be responsible for timely arrangements and payment of all amounts relating to permits, permissions, levies, import/export formalities, shipping documentation, taxes, duties, escorts and guarantees which may be required to enable the Company's equipment to mobilise to, work in, and demobilise from areas of intended operations. The Company shall apply for the security passes for his equipment if the Client provides an oil field pass assistance letter from the relevant authorities together with written confirmation that all appropriate clearance have been obtained.

13.4 The Client shall, at his cost, be responsible for timely arrangements for all documentation relating to the Company's personnel including, but not limited to, permits, permissions, visas, licenses, medical examinations and work documentation which may be required to enable the Company's personnel to mobilise to, work in, and demobilise from areas of intended operations. The Company shall apply for the security passes for his personnel if the Client provides an oil field pass assistance letter from the relevant authorities together with written confirmation that all appropriate clearance have been obtained.

13.5 The Client shall provide, at his cost, apparatus, transportation and manpower for unloading, assembling, dismantling, loading and relocating the equipment on site.

14 Insurance

14.1 The Client shall be fully liable for and provide at his cost full all risks insurance to completely cover contract works, public liability, transported goods including loss of and/or damage to the property of and/or bodily injury to the Client, his principals, agents, subcontractors, employees and third parties however arising.

14.2 The Client shall be fully liable for and provide at his cost full workmen's compensation and employer's liability insurance to completely cover the company's employees, the client's employees and those of his principals, agents, subcontractors and third parties in compliance with all applicable laws and with at least such limit and to the extent required by such laws and agreements made with the employees.

14.3 The Client shall be fully liable and shall assume the entire risk of damage or loss of the equipment or any part thereof. The client shall bear the responsibility for and provide at his cost full insurance to completely cover the Company's equipment whilst on site if land based and during overland and marine transit and / or water borne activities including loading/offloading the equipment to/from the vessels. The Company shall be noted as loss payee on the Client's insurance policy. The Client shall not commence any water borne activities without prior written consent from the Company.

14.4 The Client shall be fully liable for and provide at his cost full insurance to completely cover damage to the Company's jetty/yard facilities caused by the Client, his principals, agents, subcontractors, employees and third parties however arising.

14.5 The Client, his agents, subcontractors, employees and insurers shall indemnify and hold harmless the Company, his agents, subcontractors, employees and insurers in respect of any and all claims for damage and/or injury and/or loss, including consequential losses, however arising and shall also waive their respective rights of subrogation. All insurance policies shall remain in force for the full duration of the utilisation period as defined in clause 3.1 above.

14.6 The Client shall promptly provide the Company with all relevant information regarding any accident/incident involving the Company's equipment and/or personnel and shall strictly comply with the Company's accident/ incident reporting and investigation procedures.

15 Payment Terms

15.1 Payment shall be made in advance including uplift for additional time contingencies.

15.2 The Company reserves the right to cease operations and demobilise the equipment at the Client's cost in the event of late payment.

15.3 There shall be no right of set-off against the Company's invoices unless with prior written consent of the Company.

15.4 No charges shall be made between the parties hereto other than those specifically referred to herein unless the charges have been specifically agreed in writing in advance.

Signed & stamped;

MEMBER OF:





Equipment rental terms & conditions.

16 Protection of Company's Rights

16.1 Title to the equipment shall remain with the Company at all times, even though for expediency the equipment may be shipped under documentation which consigns the equipment to the Client or a third party.

Equipment rental terms & conditions.

16.3 The company reserves the right to charge interest rates for any overdue payment.

17 Government Regulations

17.1 The Client shall be responsible for compliance with all relevant regulations issued by government or local authorities.

18 Disputes

18.1 The agreement shall be subject to and governed by the laws of the UAE. Any dispute or difference between the parties hereto which cannot be settled amicably by the Client and Company shall be settled by arbitration in accordance with the rules of arbitration of the Dubai Chamber of Commerce.

19 General

19.1 Quotations shall be valid for 30 days based upon the conditions prevailing at the time of the quotation.

19.2 Quotations shall be subject to site/route survey.

19.3 Quotations shall be subject to availability of the offered equipment.

19.4 Equipment specifications will be provided to the Client upon request.

19.5 In confirming his order, the Client inherently warrants that he is either the Owner or the authorized agent of the Owner and also that he is accepting these conditions not only for himself but also as agent for and on behalf of the Owner.

19.6 In authorizing the Client to enter into any contract with the Company and or in accepting any document issued by the Company in connection with such contract, the Owner and Consignee accept these conditions for themselves and their agents and for any parties on whose behalf they or their agents may act, and in particular but without prejudice to the generality of this clause, they accept that the Company shall have the right to enforce against them jointly and severally any liability of the Client under these conditions or to recover from them any sums to be paid by the customer which upon proper demand have not been paid.

19.7 The client shall be responsible to provide a performance certificate addressed to ILE Rental on their letterhead within 15 days from completion of the project.

19.8 All communications relating to this subject shall be in the English language.

20 Special Risks

20.1 No claim will be accepted by Company in the event of damage or confiscation which may occur to his key assets. However, the Company shall use all reasonable endeavors to minimize the adverse effects of such occurrence on the execution of his responsibilities.

Signed & stamped;

Signed & stamped;