

The limit inserted above does not, inter alia, constitute an obligation on behalf of RENTTECH SA to supply in respect thereof only and shall not be capable on any basis whatsoever, of restricting the total liability from time to time of THE APPLICANT or any surety for THE APPLICANT to RENTTECH SA.

9. In terms of Section 4 (1) (a) (i) of the National Credit Act and Section 5 (2) (b) of the Consumer Protection Act please state:

9.1	Does THE APPLICANT'S <b>ASSET VALUE</b> or <b>ANNUAL TURNOVER</b> exceed R 1 million?	YES	NO
9.2	Does THE APPLICANT'S <b>ASSET VALUE</b> or <b>ANNUAL TURNOVER</b> exceed R 2 million?	YES	NO

10. In terms of the Companies Act 71, of 2008 please state:

10.1	Is THE APPLICANT currently under Business Rescue?	YES	NO
10.2	Does THE APPLICANT intend to apply for Business Rescue within the next three months?	YES	NO

11. THE APPLICANT will provide the following supporting documents:

Latest Audited Financial Statements	
Company // Close Corporation // Trust registration documents	
Copies of ID documents and/or Passports of all the directors, members, and sole proprietors of THE APPLICANT	
Copy of VAT registration certificate	

## SECTION B – Terms and Conditions of Sale

THE APPLICANT or its duly authorised agent does hereby apply for credit facilities with RENTTECH SA and in consideration thereof THE APPLICANT does hereby accept the following terms and conditions:

**1. Credit terms**

- 1.1** THE APPLICANT agrees that any amount reflected in a Tax Invoice shall be due and payable unconditionally (a) Cash on Delivery; or (b) if THE APPLICANT is a Credit Approved Customer, within 30 days from the end of the month in which a Tax Invoice has been issued by RENTTECH SA. Settlement is affected only on receipt of cash or by way of Electronic Funds Transfer (EFT) or any other payment instrument acceptable to RENTTECH SA and shall be made to RENTTECH SA free of exchange and without deductions of any nature. Any credit facilities granted to THE APPLICANT by RENTTECH SA is entirely at the discretion of RENTTECH SA and may be withdrawn at any time.
- 1.2** THE APPLICANT agrees to accept the receipt of electronic format statements, tax invoices, shipment documents (proof of delivery), credit and debit notes from RENTTECH SA, which will be transmitted via email, and the following conditions thereto as required by South African Revenue Services and in terms of the provisions of the Value-Added Tax Act for the issuing of tax invoices, credit, and debit notes:
- 1.2.1** Electronic documents (tax invoices, credit, and debit notes) will be transmitted and issued to THE APPLICANT in 128bit encrypted PDF file format.
- 1.2.2** Both THE APPLICANT and RENTTECH SA shall retain the electronic documents in its original encrypted format for a period of five years from the date of the delivery to which it relates.
- 1.2.3** The transmitted electronic document will constitute the original statement, tax invoice, credit, or debit note. No other tax invoice, credit or debit note will be issued in respect of any specific delivery, unless as a copy of the original document.
- 1.3** Should THE APPLICANT have a valid reason to dispute an entry raised on the tax invoice, it shall do so within 14 (fourteen) days of the date of RENTTECH SA's invoice to THE APPLICANT, failing which such entry shall be deemed to be correct and payable.

**2. Change of address**

THE APPLICANT undertakes to notify RENTTECH SA in writing within 7 (seven) days of any change of address.

**3. Change of ownership**

THE APPLICANT undertakes to notify RENTTECH SA, in writing, within twenty days of any change in ownership of THE APPLICANT'S business, or should THE APPLICANT be a company, of its share transactions whereby the majority shareholding is affected. THE APPLICANT acknowledges that immediately upon any change of Ownership in THE APPLICANT any outstanding amount whether due or not shall be deemed to be forthwith payable by THE APPLICANT to RENTTECH SA.

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Name & Signature of Applicant

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Name & Signature of Provider

4. **Domicilium**

THE APPLICANT and the signatory hereto chooses Domicilium Citandi et Executandi (in other words, the address at which the Applicant and the signatory will accept all notices, legal documents and the like, whether or not the Applicant and/or the signatory is still at the address chosen) for all purposes arising out of this application at the physical address stipulated in Section A, clause 3.2 of this application.

5. **Consent to sharing information and retention periods**

5.1 For the purposes of making credit risk management decisions and preventing fraud, THE APPLICANT hereby warrants that RENTTECH SA has consent to:-

5.1.1 Carry out a credit enquiry on THE APPLICANT and the Directors/Members/Partners/Trustees/Principals of THE APPLICANT from time to time with one or more credit bureaus, credit information agents, credit insurance companies or other creditors (trade references) of THE APPLICANT'S in terms of this agreement.

5.1.2 RENTTECH SA may transmit details to credit bureaus, credit information agents, credit insurance companies or other creditors of THE APPLICANT'S of how THE APPLICANT has performed in meeting his/her/its obligations in terms of this agreement.

5.1.3 If THE APPLICANT fails to meet his/her/its commitments to RENTTECH SA, RENTTECH SA may record THE APPLICANT'S non-performance with credit bureaus, credit information agents, credit insurance companies or other creditors of THE APPLICANT.

5.2 Such information shall be retained for periods as stipulated in any applicable law, but no longer than the duration of the validity of this agreement. Where THE APPLICANT has not used a facility under this agreement for 12 months, THE APPLICANT will be required to re-apply for such a facility.

5.3 RENTTECH SA is required to collect, process, and share THE APPLICANT'S personal information. THE APPLICANT'S personal information is collected and processed by RENTTECH SA'S staff, representatives, and sub-contractors and RENTTECH SA makes every effort to protect and secure THE APPLICANT'S personal information. THE APPLICANT is entitled at any time to request access to the information RENTTECH SA has collected, processed, and shared.

5.4 In terms of the Protection of Personal Information Act, 4 of 2013, (POPIA) where a person processes another's personal information, then in such an event, the person processing another's personal information may only do so if such processing is lawful, legitimate and responsible and is done in accordance with the provisions of POPIA.

RENTTECH SOUTH AFRICA (PTY) LTD, will have to process certain personal information, which is owned or held by others.

In order to comply with POPIA, RENTTECH SOUTH AFRICA (PTY) LTD must provide persons whose personal information is processed with a number of details pertaining to such processing, before such information is processed, which details are housed under the RENTTECH SOUTH AFRICA (PTY) LTD Procurement Processing Notice, found on the RENTTECH SOUTH AFRICA (PTY) LTD website, <https://www.renttechsa.co.za>, which notice we request you kindly download and read.

Please note that most of your personal information, which we will be processing, is required for lawful purposes and as a result your consent to process will not be required; where we do however require your consent, which is indicated in the notice, the handing over of this personal information to RENTTECH SOUTH AFRICA (PTY) LTD will be viewed as acceptance that RENTTECH SOUTH AFRICA (PTY) LTD may process such personal information.

Where RENTTECH SOUTH AFRICA (PTY) LTD's personal information is provided, it consents to the processing thereof, provided that you or any other recipient who processes it undertakes to process all and any such personal information strictly in compliance with POPIA, and subject further that where the RENTTECH SOUTH AFRICA (PTY) LTD personal information is not processed in accordance with POPIA, then the person handing such information indemnifies and holds RENTTECH SOUTH AFRICA (PTY) LTD and/or any third parties who may be or will be affected by such non-compliance, harmless against all and any liabilities, loss or damages, including pecuniary, non-pecuniary, and/or aggravated damages, which RENTTECH SOUTH AFRICA (PTY) LTD or any data subject or other person may incur in consequence of such non-compliance, such person (who is processing the personal information) agreeing to pay to RENTTECH SOUTH AFRICA (PTY) LTD and/or any affected data subject/s or third party/ies all and any such damages which they may have incurred as a result of such non-compliance, on demand.

Where RENTTECH SOUTH AFRICA (PTY) LTD provides personal information to a person in terms of this document who is tasked with processing it on behalf of RENTTECH SOUTH AFRICA (PTY) LTD in its capacity as an "Operator" as defined under POPIA, then in such case, the provisions set out under the RENTTECH SOUTH AFRICA (PTY) LTD standard "**Operator Agreement/Addendum**" found on the RENTTECH SOUTH AFRICA (PTY) LTD website will apply to such processing, which terms will be incorporated into, and read together with this document.

6. **Pricing increments**

Prices quoted by RENTTECH SA are determined from time to time and are subject to increases, at the discretion of RENTTECH SA. RENTTECH SA shall be entitled to increase the cost of goods delivered or services rendered to THE APPLICANT with prior written notice.

7. **Valid orders and quotations**

7.1 In the event of any order being given to RENTTECH SA on an order form reflecting THE APPLICANT'S name as the entity from which the order emanates, such order shall be deemed to have emanated from THE APPLICANT, notwithstanding the fact that such order may have been given or signed by a person not authorised by THE APPLICANT, and such order will be deemed to constitute valid delivery. It is further the sole responsibility of THE APPLICANT to determine that goods ordered are suitable for the purposes of the intended use.

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Name & Signature of Applicant

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Name & Signature of Provider

- 7.2 Unless otherwise recorded in writing, the price of goods is quoted net cash without discount ex works at RENTTECH SA's warehouse and does not include installation costs or delivery charges. If goods are delivered by RENTTECH SA free of charge, then such free delivery will end at the normal ground floor entrance of THE APPLICANT's premises, or at the building in which THE APPLICANT's premises are situated.
8. **Delivery**
- 8.1 RENTTECH SA shall only be obliged to deliver goods in accordance with the general description under which they are sold whether or not any special or particular description shall have been given or be implied by law or otherwise or be contained in any illustration, specification or statement. Any description or sample given of any goods is by way of identification only and does not constitute a sale by description or sample. THE APPLICANT agrees that the signature of any agent, contractor, sub-contractor, or employee of THE APPLICANT on RENTTECH SA'S official delivery note/invoice/waybill, or the delivery note of any authorised independent carrier will constitute valid delivery of the goods purchased.
- 8.2 Any delivery date stated on any order confirmation is approximate only. RENTTECH SA shall not be bound by that date but will make all reasonable efforts to deliver by that date.
- 8.3 Each delivery is considered as a separate contract and the price thereof is payable accordingly.
- 8.4 Whilst RENTTECH SA will endeavour to ensure that goods are delivered timeously, it shall not be responsible for any delays in the delivery of such goods, and THE APPLICANT shall not be entitled to refuse acceptance of such late deliveries.
- 8.5 Where goods are sold on the basis that THE APPLICANT will take delivery of such goods from RENTTECH SA's premises, THE APPLICANT will be obliged to take delivery of such goods within 3 (three) days of being notified that they are available to be collected, failing which RENTTECH SA will be entitled to levy a storage charge. From the time that THE APPLICANT is notified that any goods are available to be collected, such goods will remain on RENTTECH SA's premises at the risk of THE APPLICANT.
- 8.6 "On Approval", orders are accepted by RENTTECH SA only by special arrangement and then on the condition that the goods are invoiced out on a sale or return basis. After expiration of three (3) weeks after delivery, if RENTTECH SA has not been notified that the goods (or part thereof) are not required, or alternatively if THE APPLICANT has not returned the goods, RENTTECH SA shall be entitled to treat the order as confirmed and THE APPLICANT shall then be deemed to have purchased the goods subject to the terms and conditions herein stated. Any goods returned will be returned in the condition in which supplied, and any damage caused will be for the account of THE APPLICANT. If the goods cannot be put into said condition by RENTTECH SA, because of the nature of the damage, RENTTECH SA shall be entitled to the full price of the goods against which delivery of same will be tendered to THE APPLICANT.
- 8.7 The risk in and to the goods shall pass from RENTTECH SA to THE APPLICANT at the time of delivery notwithstanding that ownership will not pass to THE APPLICANT until full payment of the purchase price. Delivery shall be deemed to have taken place against signature of RENTTECH SA'S delivery note, proof of posting if the goods are posted to THE APPLICANT or delivery to the South African Transport Services or Road Carrier if the goods are railed or transported by RENTTECH SA. The Post Office/South African Transport Services or Road Carrier shall act as the agent of THE APPLICANT.
9. **Warranties**
- 9.1 Goods are guaranteed according to either RENTTECH SA'S specific warranties, or the original Manufacturer's warranties. Where indicated certain goods may be sold to THE APPLICANT on the basis of RENTTECH SA not accepting any responsibility for latent defects in which case any product warranties are specifically excluded.
- 9.2 Should a product supplied to THE APPLICANT by RENTTECH SA be faulty or require return for credit and where a warranty is applicable, THE APPLICANT shall contact RENTTECH SA within fourteen (14) days from the goods becoming defective and arrange for the goods to be returned to RENTTECH SA, where applicable.
- 9.3 Liability under clause 9.2 is restricted to the cost of replacement of faulty goods or granting of a credit to the value of such goods. Any goods returned must be accompanied by the original tax invoice as issued by RENTTECH SA.
- 9.4 All warranties and guarantees shall become immediately null and void should any equipment be tampered with; seals be broken; or should the goods be operated outside of specifications. Damage caused by lightning strikes, power surges, power spikes, or other incidents beyond the control of RENTTECH SA are not covered in any warranties.
- 9.5 Should RENTTECH SA find no fault with the returned goods, this will be returned to THE APPLICANT.
- 9.6 Where goods are returned for repair THE APPLICANT shall be required to accept a cost estimate prior to any repair work being carried out. Any item returned for repair to RENTTECH SA may be sold to defray costs if such repair items are not collected within 90 days of such repair being carried out.
- 9.7 Goods may not be returned to RENTTECH SA without prior written consent of a duly authorised representative of RENTTECH SA and in the event of such consent being granted, THE APPLICANT will not be entitled to a credit for returned goods unless, when returning such goods, its simultaneously advises RENTTECH SA in writing of the original delivery note number and the original invoice number. A 10% handling fee will be charged for goods returned to Renttech SA.
10. **Copyright**  
THE APPLICANT acknowledges RENTTECH SA'S intellectual property rights in the goods and shall not infringe such intellectual property rights.
11. **Payment to RENTTECH SA**  
All payments shall be made to RENTTECH SA'S place of business from where the goods were ordered. In the event of any payments transferred to the incorrect banking account THE APPLICANT shall still be liable to RENTTECH SA for payment. Should RENTTECH SA at any time advise THE APPLICANT of any change to RENTTECH SA'S banking account details THE APPLICANT shall confirm such change with a Manager of RENTTECH SA before effecting any further payments, provided however that nothing contained herein shall be interpreted as obliging RENTTECH SA to afford THE APPLICANT any such indulgence to effect payment after due date.

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Name & Signature of Applicant

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Name & Signature of Provider

**12. Reservation of ownership**

Until such time as THE APPLICANT has paid the purchase price in full in respect of any purchase of goods, RENTTECH SA ship in and to all such goods shall remain vested in RENTTECH SA. RENTTECH SA shall, in its sole discretion, without notice to THE APPLICANT, be entitled to take possession of any such goods which have not been paid for and in respect of which payment is overdue, in which event THE APPLICANT shall be entitled to a credit in respect of the goods so returned being the price at which the goods are sold, or the value thereof as determined by RENTTECH SA. THE APPLICANT hereby waives any right it may have for a spoliation order against RENTTECH SA in the event that RENTTECH SA takes possession of any goods.

**13. Responsibility for losses, damages, or delays**

**13.1** RENTTECH SA will not be in any way responsible for losses; consequential losses; damages or delays sustained by THE APPLICANT, irrespective of whether this is caused by or arising from any error; discrepancy; defect on specifications; measurements or other instructions; natural disasters, unavoidable accidents of any kind, acts of the State's enemies, riots, lockouts, cessation of labour, transport delays, shortened hours of labour, insurrection, infectious diseases, war, the imposition of any trade boycotts or sanctions of trade restrictions by any government, authority, company or organisation or person or persons, whether within the Republic of South Africa or anywhere else, or any other cause or contingency whatsoever beyond the control of RENTTECH SA.

**13.2** RENTTECH SA provides no guarantees or warranties (whether express or implied) as to the suitability of any goods for any purpose for which they are required.

**14. Defaulting in payment**

In the event of THE APPLICANT defaulting in making payment of any amount that has become due and owing, then the full balance outstanding (whether due or not) will immediately become due and payable without notice to THE APPLICANT.

**15. Interest on overdue accounts**

RENTTECH SA shall be entitled to charge THE APPLICANT interest at the rate of **2%** (two percent) per month from the moment any debt becomes overdue, provided however that nothing contained herein shall be interpreted as RENTTECH SA affording THE APPLICANT any indulgence to make payment after due date.

**16. Proof of Claims**

A certificate signed by a manager or any director of RENTTECH SA - whose position and signature shall not be necessary to prove - reflecting the amount owing by THE APPLICANT to RENTTECH SA, in respect of any credit facilities granted to THE APPLICANT relating to THE APPLICANT'S dealings with RENTTECH SA, and of the fact that such amount is due, owing and unpaid shall be considered as adequate proof – on its mere production – of the outstanding amount for the purpose of any action (whether by way of provisional sentence or otherwise), proof of debt on insolvency or for any purpose whatsoever where the amount of such claims is required to be established, and it shall rest with THE APPLICANT to prove that such amount is not owing and/or due and unpaid.

**17. Consent to jurisdiction**

Notwithstanding the amount which may at any time be owing by THE APPLICANT to RENTTECH SA, the parties do hereby consent, in terms of Section 45 of the Magistrates Court Act (No 32 of 1944 as amended), to the Jurisdiction of the Magistrate's Court for the determination of any action or proceeding which may be brought by RENTTECH SA against THE APPLICANT arising out of any transaction between the parties, it being recorded that RENTTECH SA shall be entitled, but not obliged, to bring any action or proceeding in the said court.

**18. Arbitration**

**18.1** Save as otherwise expressly provided in these terms and conditions, should any dispute arise between any of the parties in regard to these terms or any transaction concluded between the parties, RENTTECH SA shall be entitled, but not obliged, to insist that such dispute shall be decided by arbitration in the manner set out herein.

**18.2** The arbitrator shall be appointed by the parties, and failing an agreement reached by the parties, shall be nominated by the Arbitration Foundation of Southern Africa ("AFSA").

**18.3** The arbitration shall be held at Johannesburg, South Africa.

**18.4** The arbitration shall be held in accordance with the Rules of AFSA, or if AFSA shall not be in existence, in accordance with the formalities and procedures settled by the arbitrator, which shall be in an informal and summary manner, that is, it shall not be necessary to observe or carry out either the usual formalities or procedure or the strict rules of evidence, and otherwise subject as aforesaid of the Arbitration Act 42 of 1965 of the Republic of South Africa and any statutory modification or re-enactment thereof.

**18.5** The arbitrator shall be entitled to:

**18.5.1** Investigate or cause to be investigated any matter, fact, or thing which he considers necessary or desirable in connection with any matter referred to him for decision.

**18.5.2** Decide the matters submitted to him according to what he considers just and equitable in all the circumstances, having regard to the purpose of these terms and conditions; and

**18.5.3** Make such award, including an award for specific performance, an interdict, damages or a penalty or the costs of arbitration or otherwise as he in his discretion may deem fit and appropriate.

**18.6** The arbitration shall be held as quickly as possible after it is demanded, with a view to it being completed within thirty days after it has been so demanded and the decision of the arbitrator shall be final and binding on the Parties.

**18.7** Notwithstanding anything to the contrary contained herein, RENTTECH SA shall, in its sole discretion, not be precluded from obtaining relief from a court of competent jurisdiction.

**19. Recovery of legal/collection costs**

Should RENTTECH SA instruct its attorneys or collection agent to collect any overdue amounts, or to take any action against THE APPLICANT in the implementation or protection of RENTTECH SA'S rights, RENTTECH SA shall be entitled to the recovery of all legal or collection costs arising there from, on the scale as between attorney, agent or collection agency and own client.

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Name & Signature of Applicant

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Name & Signature of Provider

20. **Non-waiver of rights**  
Any condonation of any breach of any of the provisions hereof or other act or relaxation, indulgence, or grace on the part of RENTTECH SA shall not in any way operate as or be deemed to be a waiver by RENTTECH SA of any rights under this contract or be construed as a novation thereof.
21. **Severability of clauses**  
Each clause of these conditions of sale is severable, the one from the other and if any one or more clauses are found to be invalid or unenforceable, that clause/clauses shall not affect the balance of these conditions of sale, which shall remain of full force and effect.
22. **Entire agreement**  
This contract contains the entire agreement between the parties and any other terms thereof whether express or implied or excluded here from and any variations, cancellations or additions to this contract shall not be of any force or effect unless reduced to writing and signed by the parties or their duly authorised signatories. The agreement shall be governed by the laws of the Republic of South Africa. THE APPLICANT and THE SURETY / SURETIES, by their signatures hereunder, confirm that the information submitted in this application is true and correct in all respects and that they are entirely familiar with the terms and conditions contained herein.

#### TERMS AND CONDITIONS FOR THE RENTAL OF GOODS AND SERVICES

23. **Agreement**  
Further, and in addition to the terms and conditions of sale as aforementioned in Clauses 1 to 22, RENTTECH SA, in consideration of the payment by THE APPLICANT (hereinafter referred to as THE APPLICANT) to RENTTECH SA of the amount of the rates as indicated in the hire contract, will let or hire to THE APPLICANT the plant or equipment described on the hire contract. The anticipation period specified on the hire contract will be deemed to be automatically extended at the end of such period for additional period of 24 (TWENTY-FOUR) continuous hours upon the same terms and conditions and upon payment by THE APPLICANT to RENTTECH SA of hire rates specified in the hire contract.
24. **Cession**  
THE APPLICANT shall not cede or assign this agreement, not sublet, mortgage, pledge or in any way encumber the plant and equipment, lend, or part with possession thereof and shall be obliged to retain the plant and equipment on the site and save for the purpose of returning it to RENTTECH SA, shall neither remove nor allow it to be removed therefrom without first obtaining the written consent of RENTTECH SA.
25. **Access**  
RENTTECH SA or his/its duly authorised representative shall at all times be entitled to have access to and to inspect the plant or equipment.
26. **Warranty**  
RENTTECH SA warrants that the plant and equipment, as described on the hire contract, is substantially in good working order and is substantially fit for the purpose for which THE APPLICANT has indicated that the plant and equipment will be hired and shall be serviced and maintained by THE APPLICANT. The signature on the daily time sheet or delivery note, where no operator is supplied, shall be deemed to be acceptance by THE APPLICANT that the plant or equipment has performed satisfactorily, or in the case of non-operated plant and equipment, is expected to perform satisfactorily. THE APPLICANT warrants the plant and equipment will not be used for any other purposes other than that indicated to RENTTECH SA.
27. **Defects**  
THE APPLICANT shall be obliged to notify RENTTECH SA of any defects or deficiencies in the plant or equipment immediately by the quickest method when such defects or deficiencies become apparent to THE APPLICANT failing which, THE APPLICANT will continue to be responsible for the agreed hire rate specified on the hire contract for the full period of hire and any damage suffered by RENTTECH SA arising from such defects or deficiencies as a result of the continued use of the plant and equipment.
28. **Use of plant**  
During the period of hire THE APPLICANT undertakes and warrants that he/it will use or permit the plant and equipment to be used only for the purposes for which it was hired as specified on the hire contract or where not specified as indicated to RENTTECH SA and not for work of more arduous or damaging nature to the plant or equipment.
29. **Indemnity**  
Anything to the contrary herein contained notwithstanding while the plant or equipment is on site, RENTTECH SA shall not be responsible or liable to THE APPLICANT or any other person for any damages of any nature whatsoever (consequential or otherwise) arising out of the plant or equipment being faulty or in a defective state of repair or for any acts or omission on the part of RENTTECH SA's operator while such operator is carrying out the instructions of THE APPLICANT or any acts or omissions on the part of THE APPLICANT's operator for any loss or damage (consequential or otherwise) whatsoever occasioned to THE APPLICANT or any other person, property or thing, and THE APPLICANT indemnifies and holds harmless RENTTECH SA against all claims of any nature whatsoever by any loss or damage aforesaid, including all cost relating to such claims, but this indemnity shall not extend to include an act solely attributable to RENTTECH SA's operator.
30. **Termination**  
THE APPLICANT shall at all times be required to give RENTTECH SA 24 (TWENTY-FOUR) continuous hours' notice of termination of the hire. After the expiry of the anticipated period specified on the hire contract, RENTTECH SA shall have the right, after having given 24 (TWENTY-FOUR) continuous hours' notice of its intention to do so, to terminate this agreement and to retake possession of the plant or equipment.
31. **Downtime**  
Downtime means the time when the plant or equipment is inoperative through its inherent fault, fair wear and tear, and normal running repairs, or time of changing tyres and repairing punctures in excess of 2 (TWO) hours, or when no operator is available, when plant and equipment is inactive during periods of refuelling where RENTTECH SA is responsible for refuelling, but shall not include periods when the plant is refuelling when THE APPLICANT is responsible for the supply or fuel, or is inoperative due to THE APPLICANT's misuse, misdirection or negligence or when specified that tyre and tube maintenance is THE APPLICANT's responsibility.

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Name & Signature of Applicant

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Name & Signature of Provider

**32. Care of plant**

THE APPLICANT shall be responsible for all expenses arising from the breakdown, loss or damage to the plant or equipment occurring through THE APPLICANT's negligence, misdirection or misuse, or for any theft of the plant or equipment or parts thereof and shall include the travelling time and costs of RENTTECH SA or his/its nominee and time lost and expenses incurred through the plant or equipment being immobilised or bogged in wet ground, rockfall subsidence, inundation or the like. THE APPLICANT undertakes, at all times to exercise adequate security and care in respect of the plant and equipment.

**33. Accounts**

Payment of the amount shown as owing by THE APPLICANT on the account rendered by RENTTECH SA to THE APPLICANT shall be made by him within 30 (THIRTY) days of the date of such account which shall be deemed to have been received by the hire within three days of posting thereof by RENTTECH SA to THE APPLICANT at the address shown on the application. All goods remain the property of RENTTECH SA.

**34. Default**

If THE APPLICANT defaults in due payment of any amount owing by THE APPLICANT or commits any other breach of terms and conditions of this agreement or any judgement is obtained against THE APPLICANT or commits an act of insolvency or to assign its estate, or effect or compromises with its creditors or is placed under judicial management, or dies or ceases to carry on business or if THE APPLICANT fails to observe or perform any provision of this agreement (including any extension thereof), RENTTECH SA shall be entitled forthwith without notice to THE APPLICANT, to cancel this agreement and retake possession of the plant, THE APPLICANT shall immediately restore and give quiet possession thereof to RENTTECH SA and should it fail to do so, RENTTECH SA may apply to any competent court for an order enabling RENTTECH SA to obtain possession of the plant and equipment. Notwithstanding the cancellation of this agreement by RENTTECH SA or the retaking possession by RENTTECH SA of the plant and equipment, RENTTECH SA shall be entitled to recover from THE APPLICANT all monies, due or unpaid, or to become due hereunder, for the full and unexpired period of the hire of the plant or equipment in terms of the agreement and/or any extension thereof and, in addition, at the election of RENTTECH SA, all loss or damages (consequential or otherwise) sustained by RENTTECH SA whether in respect of damages and /or depreciation and/or repairs required to be made to the plant and equipment or otherwise, and all costs, expenses and payments incurred by RENTTECH SA in connection with obtaining possession of the plant and equipment.

**35. Political, industrial, or social disturbances or strike**

**35.1** In the event of the plant and equipment becoming inoperative as a consequence of political, industrial or social riot, disturbance strike or any other stoppage or interference attributable to political or industrial or social unrest or activity, THE APPLICANT shall be obliged forthwith to notify RENTTECH SA of such occurrences and that the plant or equipment has become inoperative in which event THE APPLICANT shall have the option of returning the plant or equipment to RENTTECH SA within 24 hours of such notification or of continuing the hire in which latter case THE APPLICANT shall remain liable to RENTTECH SA, for the full hire rate until the plant and equipment is restored to the possession of RENTTECH SA. If the plant and equipment is returned to RENTTECH SA in terms of THE APPLICANT's first option recorded above, this agreement shall be deemed to be terminated.

**35.2** THE APPLICANT shall not be liable for any hire charge if the plant or equipment has become inoperative or is stopped as a consequence if anyact directly attributable to RENTTECH SA's operator.

**35.3** In interpreting the provisions of Section 15a above, the words "Returning the plant or equipment" shall mean that the obligation will at all times be on THE APPLICANT to physically hand over the plant or equipment to RENTTECH SA's premises.

**35.4** Any transport charge incurred in returning the plant or equipment to RENTTECH SA or restoring the plant or equipment to the possession of RENTTECH SA shall be for THE APPLICANT's account.

**36. Insurance**

THE APPLICANT shall be responsible for the insurance of the plant and equipment against all damages, losses whatsoever that may occur.

**37. Consequential loss**

RENTTECH SA shall under no circumstances whatsoever, at any time, be liable for any claims for consequential loss or damage which may be made by THE APPLICANT or any third party whatsoever in connection with or arising out of this agreement and or the use of the plant or equipment, save when such claims arise from an act solely and directly attributable to RENTTECH SA's operator, or where the risk of loss or damage to the plant or equipment while it is in transit or being handled, remains with RENTTECH SA in terms of this agreement, and THE APPLICANT hereby further indemnifies RENTTECH SA against all such claims.

**38. Lost equipment**

Should any equipment be stolen or go missing for whatsoever reason, THE APPLICANT will be responsible for the rental of such plant and equipment, until returned or fully paid for.

**39. Termination of hire agreement**

THE APPLICANT will advise RENTTECH SA in writing at least 24 hours in advance of its intention to terminate the hire agreement. Verbal instructions to terminate the hire agreement will not be accepted by RENTTECH SA.

**40. Duration of hire**

It is the full responsibility of THE APPLICANT to advise RENTTECH SA of its intention to terminate the hire agreement. Should the hire period exceed the anticipated hire period as stipulated on the order of THE APPLICANT, the plant and equipment as per the hire agreement will remain on the hire until such time as THE APPLICANT advises RENTTECH SA in writing.

**41. Daily maintenance**

Routine daily maintenance such as checking of oil levels, coolant levels, battery water levels, and any other daily routine checks as indicated by RENTTECH SA will be the responsibility of THE APPLICANT. Any damages as a result of not adhering to the daily maintenance schedule will be for THE APPLICANT's account.

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Name & Signature of Applicant

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Name & Signature of Provider