

Terms and Conditions

Rental

1 Definitions

1.1 In this Agreement, unless the context otherwise requires, the following words and expressions shall have the following meanings:

“Agreement” the contract between Ramtech and the Customer comprising the Order Form and incorporating these terms and conditions for the hire of Equipment and/or provision of Services;

“Commencement Date” means the date specified in the Order Form for commencement of the hire of the Equipment;

“Customer” means the person or company, stated on the Order Form, whose Order is accepted by Ramtech;

“Equipment” means the equipment set out on the Order Form to be hired by Ramtech to the Customer under this Agreement;

“Force Majeure Event” an event, circumstance or cause beyond a party's reasonable control, including but not limited to acts of God, war, flood, fire, labour disputes, subcontractor delays, strikes, lock-outs, riots, civil commotion, malicious damage, explosion, governmental actions, abnormal atmospheric or environmental conditions, power surges or outages and any other similar events;

“Initial Period” means the minimum period for the hire of the Equipment specified in the Order Form; “Liability” means liability for any and all damages, claims, proceedings, actions, awards, expenses, costs and any other losses and/or liabilities;

“Order” means an order placed with Ramtech by the Customer for the hire of Equipment and/or provision of Services;

“Order Form” means the order form signed by the Customer for the hire of the Equipment and/or provision of the Services by Ramtech;

“Personnel” agents, subcontractors, consultants, employees and/or any other authorised representative of a party to the Agreement;

“Ramtech” means Ramtech Electronics Limited, a company registered in England (Company Number 02538255) Ramtech House, Castlebridge Office Village, Castle Marina Road, Nottingham, NG7 1TN (United Kingdom);

“Services” means any installation, maintenance and/or decommissioning services in relation to the Equipment to be undertaken by Ramtech as may be specified on the Order Form;

“Site” means the premises set out on the Order Form at which the Equipment may be used;

“Working Days” means any day which is not a Saturday, Sunday or statutory public holiday in England; and

“Working Hours” means 9.00am to 5.00pm UK time on any Working Day.

1.2 Interpretation:

1.2.1 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.2.2 A reference to a party includes its personal representatives, successors and permitted assigns.

1.2.3 A reference to legislation or a legislative provision is a reference to it as amended, re-enacted or replaced from time to time. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.

1.2.4 Any words following the terms “including”, “include”, “in particular”, “for example” or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

1.2.5 A reference to writing or written excludes fax and email.

2 **Basis of Agreement**

- 2.1 These terms and conditions shall govern the Agreement between the Customer and Ramtech to the exclusion of any other terms or conditions that the Customer seeks or purports to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.2 Orders placed by the Customer leading to a contract which is not expressed to be subject to these conditions shall still be subject to them.
- 2.3 These conditions supersede all previous terms and conditions and shall replace any terms and conditions previously notified to the Customer.
- 2.4 No variation to these conditions shall be binding on Ramtech unless agreed in writing between the Customer and a director of Ramtech.
- 2.5 The Customer acknowledges that the Customer does not rely on any representation and/or warranty that has not been made expressly in these conditions.

3 **Term**

- 3.1 This Agreement, subject to acceptance of the Order Form by Ramtech, takes effect from the Commencement Date and shall, subject to clause 14, remain in force for the Initial Period and then continue in force unless terminated in accordance with the terms of this Agreement.

4 **Orders and Agreement**

- 4.1 Ramtech shall have the right to refuse to accept any Orders.
- 4.2 The Customer shall be responsible for the accuracy of an Order and for giving Ramtech all information necessary for Ramtech to perform its obligations under this Agreement.
- 4.3 The Agreement between the Customer and Ramtech shall come into effect:
 - 4.3.1 on written acceptance by Ramtech of the Order Form; or
 - 4.3.2 when Ramtech delivers the Equipment or notifies the Customer that the Equipment is available for collection; or
 - 4.3.3 when Ramtech commences performance of any Services. whichever occurs first.
- 4.4 A quotation for the Equipment given by Ramtech shall not constitute an offer.
- 4.5 Any samples, drawings or advertising produced by Ramtech and any descriptions or illustrations contained in Ramtech's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Equipment referred to in them. They shall not form part of the Agreement nor have any contractual force.

5 **Delivery**

- 5.1 The Order Form indicates whether the Equipment is to be delivered by Ramtech by either: (i) being left available for collection by the Customer; or (ii) by being dispatched to the Customer. In the absence of an express choice on the Order Form, delivery will be made by Ramtech making the Equipment available for collection by the Customer.
- 5.2 Delivery shall be subject to the following (as applicable);
 - 5.2.1 Collection:
 - (a) The Equipment will be delivered ExWorks (Incoterms® 2020 Rules). Ramtech will contact the Customer to confirm when the Equipment is available for collection.
 - (b) Ramtech will invoice for the price of the Equipment on or around the time of making it available for collection.
 - 5.2.2 Dispatch:

- (a) The Equipment will be delivered DAP (Incoterms® 2020 Rules).
 - (b) Ramtech shall arrange for the Equipment to be delivered to the location set out in the Order Form.
 - (c) Ramtech will invoice for the price of the Equipment on or around the time of dispatch.
- 5.3 Any dates quoted for delivery are approximate only, and time is not of the essence for such delivery and/or installation of the Equipment and/or provision of Services. Ramtech shall not be liable for any delay in delivery of the Equipment that is caused by a Force Majeure Event or the Customer's failure to provide Ramtech with adequate delivery instructions or any other instructions that are relevant to the supply of the Equipment.
- 5.4 Ramtech shall endeavour to deliver the quantity of Equipment ordered but this is dependent upon stock being available. Ramtech shall not be liable for short delivery. Ramtech will only invoice the Customer for the quantities of Equipment delivered.
- 5.5 If the Customer fails to collect or accept delivery of any instalment of the Equipment within 10 Working Days of Ramtech notifying the Customer that an instalment of Equipment is ready, then, except where such failure or delay is caused by Ramtech's failure to comply with its obligations under the Agreement, Ramtech shall be entitled to hire to a third party, sell, or dispose of part or all of the Equipment.
- 6 **Price and Payment**
- 6.1 It is a condition of this Agreement that the Customer agrees to pay the price for the hire of the Equipment and for any Services in accordance with this clause 6.
- 6.2 The price for the hire of the Equipment and/or the Services shall, subject to clause 6.8, be as set out in the Order Form. The total price for the hire of the Equipment and/or the provision of any Services shall be payable on dispatch of the Equipment for the Initial period and in advance on a monthly basis for any subsequent period.
- 6.3 Ramtech's prices are:
 - 6.3.1 non-refundable,
 - 6.3.2 exclusive of any applicable VAT (which shall be payable by the Customer in addition and at the applicable rate in force from time to time), and
 - 6.3.3 do not include the price of delivery (for which the Customer shall be additionally liable).
- 6.4 Ramtech shall be entitled to render the initial invoice for each Order to the Customer at any time after the date of the Order. Subsequent invoices relating to that Order may be rendered at monthly intervals or at such other intervals as may be specified in the Order Form and at any time from the Commencement Date if no interval is specified.
- 6.5 The Customer shall pay each invoice submitted by Ramtech within 30 days of the date of the invoice or such other period as stated on Ramtech's invoice. Time for payment shall be of the essence.
- 6.6 If the Customer wishes Ramtech to transfer the Equipment from one Site, or part of a Site to another Site, or part of the Site, Ramtech may charge for such a transfer in accordance with Ramtech's then current price list.
- 6.7 If the Customer fails to make any payment in full on the due date, Ramtech may charge the Customer any additional administration costs and/or interest (both before and after judgment) on the amount unpaid at the rate of 4% above the base rate from time to time of Ramtech's bank compounded with monthly rests.
- 6.8 Ramtech may vary the price for the hire of the Equipment and/or the Services at any time after the Initial Period by rendering an invoice to the Customer setting out the new price.
- 6.9 The Customer shall pay all sums due to Ramtech under this Agreement without any set-off, deduction, counterclaim and/or any other withholding of monies.
- 6.10 Payment shall not be deemed to be made until Ramtech has received either cash or cleared funds in respect of the full amount outstanding.

- 6.11 If payment is not made to Ramtech when due, then Ramtech may withhold or suspend performance of any of its obligations under this Agreement or any other agreement with the Customer.

7 Title and Risk

- 7.1 It is specifically agreed between the parties that nothing in this Agreement shall be construed as transferring ownership of, or title to, the Equipment (whether legal or beneficial) to the Customer and:
- 7.1.1 the Customer shall not do, or permit, or cause to be done anything which in any way prejudices Ramtech's legitimate interests or conflicts with the normal exploitation of the Equipment by Ramtech;
- 7.1.2 the Customer shall not sell, assign, mortgage, pledge, charge or otherwise dispose of or part with possession of any Equipment or part thereof nor charge the benefit of this Agreement nor attempt or purport to do so; and
- 7.1.3 the Customer shall notify Ramtech in writing in advance of any plan to transfer the Equipment to a new location.
- 7.2 Risk of loss of or damage to the Equipment shall pass to the customer at the point of delivery, in accordance with clause 5 above.
- 7.3 Ramtech shall be entitled to enter the Site at any time to carry out an audit of the Equipment installed. Ramtech shall compare the results of that audit with the list of the Equipment it has supplied and installed at the Site. If any of the Equipment is missing, the Customer shall:
- 7.3.1 take all necessary steps at its own expense to recover possession and control of such Equipment; and
- 7.3.2 if such Equipment cannot be accounted for by the Customer within 7 days of the audit, then Ramtech shall be entitled to invoice the Customer for those items of Equipment at the full sale price listed on Ramtech's then current price list and for any additional administrative costs.

8 Insurance

- 8.1 The Customer will take out and maintain (at its own cost and for the duration of this Agreement) a fully comprehensive insurance policy in respect of all risks to the Equipment including its safe delivery up to Ramtech upon termination of this Agreement (the "**Insurance Policy**").
- 8.2 The Insurance Policy shall be taken out and maintained with a reputable insurance company.
- 8.3 The Customer shall:
- 8.3.1 not do and/or omit to do anything that would result in the Insurance Policy being declared invalid or the relevant insurer refusing to cover and claim under it; and
- 8.3.2 take such steps that are reasonably necessary to prevent a third party from doing and/or omitting to do anything which would result in the Insurance Policy being declared invalid or refusal by the relevant insurer to cover any claim which would otherwise have been covered by the Insurance Policy.
- 8.4 The insurance premiums or deductibles applicable to the Insurance Policy shall at all times be the responsibility of and paid by the Customer.
- 8.5 The Customer shall provide to Ramtech evidence satisfactory to Ramtech that the premiums payable in respect of the Insurance Policy have been paid on time and in full and that the Insurance Policy is in full force and effect.
- 8.6 If the Customer is in breach of clause 8.1, Ramtech may pay any premiums required to keep the Insurance Policy in force or itself procure such an Insurance Policy. In either case Ramtech may recover such premiums from the Customer together with all costs and expenses incurred in procuring such insurance as a debt.

9 Customer's Obligations

- 9.1 The Customer agrees that it will:

9.1.1 co-operate with Ramtech and Ramtech's Personnel and procure that that the Customer's Personnel co-operate with Ramtech and Ramtech's Personnel as required by Ramtech in relation to performance of Ramtech's obligations and/or the exercise by Ramtech of any of its rights under this Agreement;

9.1.2 allow and/or procure free rights of adequate and safe access for Ramtech's Personnel to the Site as required by Ramtech in relation to performance of Ramtech's obligations and/or the exercise by Ramtech of any of its rights under this Agreement;

9.1.3 ensure that the Site where any Services are to be provided is cleared and prepared before the Services are due to commence and that the environment in which the Services are to be performed comply with all relevant legislation and/or regulations including relevant health and safety law. The Customer will communicate all relevant health and safety policies relevant to the Site to Ramtech's Personnel visiting the Site including fire alarm policies/procedures;

9.1.4 routinely test and maintain the Equipment in accordance with Ramtech's instructions;

9.1.5 immediately notify Ramtech in writing of any loss of, damage to or defect in the Equipment as soon as is reasonably practicable;

9.1.6 allow Ramtech's Personnel to repair the Equipment; and

9.1.7 comply with all applicable laws and regulations in respect of the use of the Equipment and the Services.

9.2 The Customer agrees that it will not, and that it will procure that its Personnel do not:

9.2.1 repair or modify the Equipment or its packaging, nor alter, remove or tamper with any trade marks, trade names, markings or names affixed to or used in relation to the Equipment; and/or

9.2.2 transfer the Equipment from the Site without Ramtech's prior written consent. The Customer agrees that if it requests Ramtech to install the Equipment at any location this will be subject to a charge.

9.3 The Customer agrees that the minimum hire period is 12 weeks.

9.4 The Customer agrees that it will not use permanent marker on the Equipment. The Customer agrees that if it does use permanent marker on the Equipment then Ramtech may invoice the cost to replace such defaced Equipment.

9.5 The Customer agrees that if any Equipment is returned to Ramtech in a damaged condition, beyond fair wear and tear, then Ramtech may invoice the Customer, and the Customer shall be liable to pay, the cost to replace such damaged Equipment where repair is uneconomical.

9.6 The Customer agrees that if any Equipment it returns to Ramtech is lost in transit then Ramtech may invoice the Customer, and the Customer shall pay, the cost to replace such lost Equipment.

10 **Services**

10.1 Subject to clause 5.2 and to performance by the Customer of its obligations in clause 9.1.1, 9.1.2 and 9.1.3, Ramtech shall perform the Services for the period specified in the Order Form.

11 **Warranty**

11.1 Subject to clause 11.2, Ramtech warrants that:

11.1.1 on delivery and for the Initial Period of the Agreement the Equipment shall be free from material defects in materials and workmanship (fair wear and tear excepted); and

11.1.2 it shall perform any Services with reasonable care and skill.

11.2 Provided that the Customer:

11.2.1 during the Initial Period, telephones Ramtech as soon as possible following discovery of a defect and immediately afterwards reports the defect in writing, by post or facsimile to the postal address and/or facsimile number specified in the Order Form; and

11.2.2 gives Ramtech a reasonable opportunity of examining any Equipment which it claims to be defective and if asked to do so by Ramtech returns such Equipment to Ramtech's place of business at the Customer's cost,

Ramtech will at its option repair or replace any Equipment which it considers to be defective and refund the reasonable costs incurred by the Customer in returning such Equipment to Ramtech.

- 11.3 Ramtech shall not be liable for any failure to comply with the warranty set out in clause 11.1 if any of the circumstances in clauses 13.1.1 and/or 13.1.2 apply in relation to the defective Equipment.
- 11.4 Except as provided in this clause 11, Ramtech shall have no liability to the Customer in respect of any failure to comply with the warranty set out in clause 11.1.
- 11.5 Except as set out in these conditions, all warranties, conditions and other terms implied by statute or common law, including but not limited to sections 13 to 15 of the Sale of Goods Act 1979, are to the fullest extent permitted by law, excluded from the Agreement.

12 **Default**

12.1 If the Customer:

12.1.1 fails to make any payment to Ramtech when due;

12.1.2 breaches the terms of this Agreement and, if the breach is capable of remedy, has not remedied the breach within 14 days of receiving notice requiring the breach to be remedied;

12.1.3 persistently breaches any one or more terms of this Agreement;

12.1.4 pledges or charges any Equipment which remains Ramtech's property, or ceases or threatens to cease to carry on business, or proposes to compound with its creditors, applies for an interim order under the Insolvency Act 1986 or has a Bankruptcy Petition presented against it, enters into voluntary or compulsory liquidation, has a receiver, administrator or administrative receiver appointed over all or any of its assets gives notice of intention to appoint an administrator, or takes or suffers any similar action in any jurisdiction;

12.1.5 appears to Ramtech due to the Customer's credit rating to be financially inadequate to meet its obligations under the Agreement; and/or

12.1.6 appears reasonably to Ramtech to be about to suffer any of the above events, then Ramtech shall have the right, without prejudice to any other remedies, to exercise any or all of the rights set out in clause 12.2 below.

12.2 If any of the events set out in clause 12.1 above occurs in relation to the Customer then:

12.2.1 Ramtech may enter, without prior notice, any of the Customer's premises (or premises of third parties with their consent) where Equipment owned by Ramtech may be and repossess and dispose of or sell any Equipment found which is owned by Ramtech so as to discharge any sums due to Ramtech under this Agreement and/or any other agreement with the Customer;

12.2.2 the Customer shall not without Ramtech's prior written agreement part with the possession of or transfer from the Site any Equipment owned by Ramtech until the Customer has paid in full all sums due to Ramtech under this Agreement and/or any other agreement with the Customer;

12.2.3 Ramtech may withhold delivery of any undelivered Equipment and stop any Equipment in transit and/or withhold or suspend all or any Services;

12.2.4 Ramtech may cancel, terminate and/or suspend this Agreement and/or any other agreement with the Customer; and/or

12.2.5 all monies owed by the Customer to Ramtech shall forthwith become due and payable.

13 **Limitation of Liability**

13.1 Ramtech shall have no Liability:

13.1.1 for defective Equipment:

- (a) where the defect has been caused or contributed to by the Customer to the extent so contributed;
- (b) where the defect has been caused or contributed to by acts of theft or vandalism;
- (c) if the price for the Equipment has not been paid in full by the due date for payment;
- (d) to the extent that the Customer is covered by any policy of insurance;
- (e) where the Equipment has been adjusted, modified or added to by a party other than Ramtech without the prior written consent of Ramtech;
- (f) where the Customer is unable to evidence in writing that it has routinely tested and maintained the Equipment in accordance with Ramtech's instructions;
- (g) if the defect has been caused by a Force Majeure Event;
- (h) if the Customer has used battery packs supplied by a third party in the Equipment;

13.1.2 for damage, loss, liability, claims, costs or expenses caused or contributed to by the Customer's continued use of defective Equipment after a defect has become apparent or suspected or should reasonably have become apparent to the Customer; and/or

13.1.3 for any matters which are outside Ramtech's reasonable control.

13.2 Ramtech shall have no Liability to the Customer for any:

13.2.1 loss of profits and/or damage to goodwill;

13.2.2 economic and/or other similar losses;

13.2.3 special damages and indirect losses;

13.2.4 loss of data;

13.2.5 business interruption, loss of business, contracts, opportunity and/or production; and/or

13.2.6 consequential losses.

13.3 The Customer shall be under a duty to mitigate any loss, damage, costs or expenses that the Customer may suffer.

13.4 Subject to clause 13.6, Ramtech's total Liability to the Customer for acts and/or omissions in any calendar year under this Agreement shall not exceed 100% of the amount paid by the Customer to Ramtech under this Agreement in the same calendar year.

13.5 Each of the limitations and/or exclusions in this Agreement shall be deemed to be repeated and apply as a separate provision for each of:

13.5.1 Liability for breach of contract;

13.5.2 Liability in tort (including negligence);

13.5.3 Liability for breach of statutory duty;

13.5.4 Liability for breach of common law; and

13.5.5 Liability for misrepresentation,

except clause 13.4 above which shall apply once only in respect of all types of Liability.

- 13.6 Nothing in this Agreement shall exclude or limit Ramtech's liability for death or personal injury due to Ramtech's negligence or for fraud or fraudulent misrepresentation or any other liability which and to the extent that it is not permitted to exclude or limit as a matter of law.
- 13.7 All warranties, terms, conditions and duties implied by law relating to fitness, quality or adequacy are excluded to the fullest extent permitted by law.
- 14 **Termination**
- 14.1 Ramtech may terminate this Agreement at any time in accordance with clause 12 and Ramtech reserves the right to charge the Customer a reasonable administration fee in respect of such termination.
- 14.2 Either party may terminate this Agreement after the Initial Period by serving at least seven calendar days' notice on the other party to expire on or after expiry of the Initial Period.
- 15 **Consequences of Termination**
- 15.1 Upon termination of this Agreement the Customer will:
- 15.1.1 immediately and at the Customer's cost and risk deliver up the Equipment to Ramtech at the return address shown on the Order Form and in default of this obligation the Customer shall allow and/or procure free rights of adequate and safe access for Ramtech's Personnel to enable them to repossess the Equipment (and for this purpose the Customer grants or will procure the grant to Ramtech of an irrevocable licence) and the Customer shall pay Ramtech's costs of collecting the Equipment. If any item of Equipment cannot be located or accounted for by the Customer or is not delivered up to Ramtech at the return address or cannot be repossessed by Ramtech for any reason then Ramtech shall be entitled to invoice the Customer for those items of Equipment at the sale price listed on Ramtech's then current price list and for any additional administrative costs; and
- 15.1.2 pay to Ramtech:
- (a) all outstanding invoices; and
 - (b) the cost of all repairs to the Equipment required other than for fair wear and tear:
 - (i) as at the date of the termination; or
 - (ii) after the date of termination where the Equipment has remained installed in the Customer's premises pending its removal pursuant to clause 15.1; and
 - (c) Ramtech's standard costs for the time and expenses incurred in removing the Equipment.
- 16 **General**
- 16.1 The Customer agrees to indemnify and keep indemnified Ramtech against any and all losses, proceedings, lost profits, damages, awards, expenses, costs (including increased administration costs and legal costs on a full indemnity basis), claims, actions and any other losses and/or liabilities suffered or incurred by Ramtech and arising from or due to any breach of contract, any tortious act and/or omission and/or any breach of statutory duty by the Customer.
- 16.2 No waiver by Ramtech of any breach of this Agreement shall be considered as a waiver of any subsequent breach of the same provision or any other provision. No waiver by Ramtech of any right or remedy or of any breach of this Agreement shall be effective unless explicitly given in writing.
- 16.3 If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Agreement.
- 16.4 Ramtech will not be liable for any failure to or delay in the performance of any of its obligations under this Agreement where and to the extent that the same is caused or contributed to by a Force Majeure Event. If such an event occurs, Ramtech will inform the Customer as soon as reasonably possible and take reasonable steps to restore performance.

- 16.5 This Agreement and the Order Form constitutes the entire agreement between Ramtech and the Customer in relation to its subject matter.
- 16.6 The Customer shall not assign its interest in this Agreement (or any part) without Ramtech's prior written consent. Ramtech may assign its interest in this Agreement (or any part of it) at any time.
- 16.7 All third party rights are excluded and no third party shall have any right to enforce this Agreement. This shall not apply to members of Ramtech's group from time to time who shall, subject to Ramtech's consent, have the right to enforce this Agreement as if they were Ramtech.
- 16.8 This Agreement is governed by and interpreted in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English courts.