

MPS TRADING LTD – ENGEL FRIDGE HIRE

Hire Terms and Conditions

The following are the terms and conditions that apply to the hire of equipment from MPS Trading Ltd. By accepting equipment furnished under this agreement, the Customer whose name appears on this agreement accepts and agrees to these terms and conditions. Any modification to the terms and conditions must be in writing and signed by a representative of MPS Trading Ltd. Equipment as referred to herein shall include all related accessories, manuals, and other items to be delivered as specified. Customer is responsible for damage to equipment due to abuse, misuse, or negligence. Customer agrees to pay the charges to repair equipment so damaged, and incurred shipping charges. Equipment shall be returned to MPS Trading Ltd in good condition and repair, wear from reasonable and proper use excepted. Upon return, Customer must certify that equipment is free from contamination. Customer is responsible for loss or damage to equipment from theft, mysterious disappearance, fire or any other cause. In accepting liability for the safe keeping of all hire equipment, Customer agrees to pay MPS Trading Ltd the replacement cost (as determined by manufacturer's current list price) of any such equipment that Customer is for any reason unable to return to MPS Trading Ltd at the end of the hire period. **Hire charges will continue beyond the specified rental term, at the daily hire charge, until equipment is returned to MPS Trading Ltd or Customer reimburses MPS Trading Ltd for the replacement cost of the equipment.** Unless otherwise agreed to in writing, Customer shall pack the equipment for return to MPS Trading Ltd in the original packing that items were delivered in. Customer shall be subject to a £15.00 charge should returned equipment be deemed to need cleaning.

Warranty

With respect to hire service, MPS Trading Ltd warrants to the Customer only that hire equipment when shipped is in good operating condition. If equipment is not received in good operating condition due to no fault of the Customer, MPS Trading Ltd shall (at its option) either repair equipment or supply replacement equipment subject to availability from MPS Trading Ltd's stock. Defects or discrepancies in or like objection to equipment must be reported to MPS Trading Ltd within 24 hours after Customer receives the equipment, failing which it will be conclusively presumed that the equipment was as ordered, was received in good condition and is accepted. The remedies provided herein are Customer's sole and exclusive remedies. In no event shall MPS Trading Ltd be liable for direct, indirect, special, incidental or consequential damaged (including loss of profits) whether based on contract or any other legal theory. MPS Trading Ltd makes no warranty expressed or implied that the equipment is fit for any particular purpose. Upon notice from Customer during the course of rental, and upon return of equipment by Customer, MPS Trading Ltd will, at its option, repair or recalibrate malfunctioning equipment.

Payment Terms

A full deposit and where applicable delivery payment is to be made in full by credit or debit card before equipment can be sent. Deposit payment less rental costs and any other charges will be refunded on return of equipment.

Shipment/Delivery

All quoted prices are from MPS Trading Ltd to the Customer and return to MPS Trading Ltd. All shipping costs, including cost of insurance are payable by Customer. Equipment will only be sent and returned by MPS Trading Ltd's carriers. Shipments of any products are subject to availability from MPS Trading Ltd's stock. MPS Trading Ltd will make a reasonable effort to meet any delivery quoted. MPS Trading Ltd will attempt to ship in accordance with Customer's shipping instructions. In the absence of specific instructions, or if Customer's instructions are deemed unsuitable, MPS Trading Ltd reserves the right to ship by the most appropriate method. ALL RISK OF LOSS AND DAMAGE SHALL PASS TO CUSTOMER UPON SIGNING AND ACCEPTING DELIVERY. MPS Trading Ltd shall not be liable for delays in performance hereunder due to causes out of their control but not limited to acts of nature, acts of Government, labor disputes, delays in transportation and delays in delivery or non-delivery by MPS Trading Ltd's suppliers.

Default

Should the Customer default in its obligations, Customer agrees to pay MPS Trading Ltd for all costs and expenses incurred by MPS Trading Ltd in recovering the equipment or monies due and enforcing its rights. MPS Trading Ltd shall be entitled to recover its legal fees and expenses whether or not formal legal action is instituted.

Assignment

Neither MPS Trading Ltd or the Customer may assign or transfer any rights, duties, or obligations herein without the prior written consent of the other, nor any purported attempt to do so shall be null and void.

Purchase Rights

Customer has no purchase rights or purchase options under this agreement.

Errors

Typographic and clerical errors in this agreement are subject to correction and Customer hereby agrees to re-execute any document that requires correction or signature.

Ownership

Hire equipment remains the property of MPS Trading Ltd. Customer shall not remove, deface, or obscure ownership labels.

Rates

Rates are based on weekly and daily time periods. Hire continuing beyond the initial time period requested is billed at the daily rate, until that exceeds the weekly rate. Hire charges will commence the next business day after MPS Trading Ltd ships the equipment to the Customer. Hire equipment shipped for Saturday delivery will commence on that day. Hire charges cease on the day equipment is received at the designated MPS Trading Ltd facility. There are no credits or rebates for early return.

Liability

MPS Trading Ltd shall not be responsible for loss or damage to Customer's business or property or for injury or death to persons and Customer shall indemnify MPS Trading Ltd and hold it harmless for claims for any of the foregoing, including associated legal fees and expenses.

Equipment Usage

Customer shall not make any alterations, additions, modifications, or improvements to the equipment and shall use it only for the purpose and in the manner for which the manufacturer intended it. Customer may not permit the equipment to be used by another party without the express written consent of MPS Trading Ltd.

Acceptance

By signing below, the Customer agrees that they have read and understands the above Terms and Conditions, and will be bound by them.

Signature _____

Date _____

Name (printed) _____

Company _____