

**SILVERWING MIDDLE EAST GENERAL  
CONDITIONS OF CONTRACT  
EQUIPMENT AND ACCESSORIES HIRE**

**1.0 EXTENT OF CONTRACT**

Silverwing Standard Terms and Conditions of Sale shall apply and no conditions or warranty other than therein and herein specifically set forth shall be implied or deemed to be incorporated in or to form part of the contract.

**2.0 AVAILABILITY**

The equipment and accessories is offered subject to being available from Silverwing when the Hirer's acceptance of the Contract is received by Silverwing within 48hours.

**3.0 DELIVERY, CONDITION AND MAINTENANCE**

- 3.1 Unless notification in writing to the contrary is received by Silverwing from hirer within 48hours of being delivered to the site shall be deemed to be in good order in accordance with the terms of contract and to the Hirers satisfaction, provided that where equipment and accessories requires to be delivered on site, the period above stated shall be calculated from date of delivery of the equipment and accessories. The Hirer shall be responsible for its safe keeping use in a workmanlike manner within the Manufacturer's rated capacity and return on the completion of the hire in equal good order (fair wear and tear excepted).The hirer shall be responsible for adequate weather protection.
- 3.2 The Hirer shall when hiring the equipment and accessories without Silverwing supervisor take and reasonable steps to keep him self acquainted with the state and condition of the inspection equipment and accessories.
- 3.3 If the equipment and accessories continues to be in use in an unsafe and unsatisfactory state, the Hirer shall be solely responsible for any damage, loss or accidents whether directly or indirectly arising there from

**4.0 LOADING/UNLOADING**

The Hirer shall be responsible for unloading and reloading the equipment and accessories at site, and any driver or operator supplied by Silverwing shall be deemed to be under the Hirer's control.

**5.0 SUPERVISION**

When a supervisor is supplied by Silverwing to oversee the equipment and accessories, he shall be under the direction and control of the Hirer. Such supervisor, shall for all purposes in connection with his employment in the working of the heat treatment equipment and accessories be regarded as the servant or agent of the Hirer who alone shall be responsible for and claims arising in connection with the operation of the equipment and accessories by the said supervisor. The Hirer shall not allow any other person to supervise such equipment and accessories without Silverwing prior consent as confirmed in writing.

**6.0 BREAKDOWN**

- 6.1 When the equipment and accessories is hired without Silverwing supervisor any breakdown or the unsatisfactory working of any part of the equipment and accessories must be notified immediately to Silverwing by writing. Any claim for reduction of hire charges will only be considered from the date shown on this communication and it shall be declared that the equipment was supplied in good working order.
- 6.2 Full consideration will be given to any claim for reduced hire charges to the hirer for any stoppage due to breakdown of equipment and accessories caused by the development of an inherent fault. The Hirer shall be responsible for all expense involved arising from any breakdown and all loss or damage incurred by Silverwing due to the Hirers negligence, misdirection or misuse of the equipment and/or accessories, by the Hirer and for the payment of hire at the appropriate idle time rate during the period the equipment and accessories is necessarily idle due to such breakdown.
- 6.3 Silverwing shall only be responsible for the cost of repairs to the equipment and accessories involved in breakdown due to normal wear and tear and the cost of providing spare parts.

**7.0 CONSEQUENTIAL LOSSES**

Silverwing accepts no liability nor responsibility for any consequential loss or damage due to or arising from the breakdown or stoppage or other mechanical malfunction of the equipment and accessories through any cause whatsoever or through non, arrival arising from accident or breakdown during loading, unloading or transport of the heat treatment equipment and accessories.

**8.0 HIRERS RESPONSIBILITY FOR DAMAGE OR LOSS**

- 8.1 During the continuance of the hire period the Hirer shall make good to Silverwing all loss of or damages to the equipment and accessories from whatever cause the same may arise, fair wear and tear excepted and except as provided it, Clause 6 herein and shall also fully and completely indemnify Silverwing in respect of all claims by any person whatsoever for injury to person or property caused by or in connection with or arising out of the use of the heat treatment equipment and accessories and in respect of all costs and charges in connection therewith whether arising under statute or common law.
- 8.2 The hirer shall be responsible for adequate weather protection both during transit and whilst in use.

**9.0 LOSS OF USE OF OTHER HEAT TREATMENT EQUIPMENT AND ACCESSORIES DUE TO BREAKDOWN.**

Each item of the equipment and accessories specified in the contract is hired as a separate unit and the breakdown or stoppage of one or more units or vehicles (whether the property of the Silverwing or otherwise) through any cause whatsoever, shall not entitle the Hirer to compensation or allowance for the loss of working time any other unit or units of equipment and accessories working on conjunction therewith provided that where two or more items of equipment and accessories are hired as a unit such items shall be deemed a unit for the purpose of breakdown.

#### 10.0 SUBLETTING/CHANGE OF SITE

The Hirer shall not sublet or lend or part with possession of the equipment and accessories or any part thereof without first receiving the written permission of Silverwing or move the heat treatment equipment and accessories from the site to which it was delivered without such consent

#### 11.0 SERVICING AND INSPECTION

The Hirer shall at all reasonable times allow Silverwing, his Agents or his Insurers to have access to the heat treatment equipment and accessories to inspect, test, adjust, repair or replace the same. So far as reasonably possible, such work will be carried out at times to suit the convenience of the Hirer.

#### 12.0 REPAIRS

If at any time after the date of delivery any item of equipment and accessories the subject of this contract is in the opinion of Silverwing in need of repairs, he may stop the further use thereof until such repairs have been carried out on site, or Silverwing may arrange for such equipment and accessories to be sent to a depot and in the latter event Silverwing shall be entitled to replace such equipment and accessories forthwith with similar equipment and accessories Silverwing paying all transport charges involved in the removal of such equipment and accessories to depot for repair and the delivery of the substituted equipment and accessories and the contract shall continue as if the substituted heat treatment equipment and accessories had been the subject thereof, or alternatively, Silverwing shall be entitled to terminate the contract forthwith in relation to the item of heat treatment equipment and accessories involved by giving written notice to the Hirer.

#### 13.0 NOTICE OF ACCIDENTS

If the equipment and accessories is involved in any accident resulting in injury to persons or damage to property, immediate notice must be given to Silverwing by fax/telephone and confirmed in writing to Silverwing Office.

#### 14.0 BASIS OF CHARGING

The hire period commences from the time when the and accessories leaves Silverwing depot or place where last employed and shall continue until the heat treatment equipment and accessories is received back at the Silverwing named depot or equal or as may be agreed in a clean and serviceable condition.

#### 15.0 NOTICE OF TERMINATION OF CONTRACT

Where the period of hire is indeterminate or having been defined becomes indeterminate the Contract shall be determinable by seven days notice in writing given by either party to the other. In the event of the Hirer desiring to terminate the Contract and failing to give such notice, hire for the period of the seven days notice shall be chargeable.

#### 16.0 COMPLIANCE WITH REGULATIONS

The Hirer will be responsible for compliance with and regulations issued by the Government or Local Authorities, including Regulations under the Factories Acts in the use and operation of the hired equipment.

#### 17.0 DELINQUENT TAXES

If Silverwing are notified at any time in writing by any Government Department or agency that the Hirer did not pay any taxes (including, but not limited to, company income taxes and the Zakah), fines or related obligations from any amounts due to Silverwing pursuant to any service agreement or order, Silverwing shall recover such amounts and hirer hereby agrees to release Silverwing from and indemnify and hold Silverwing harmless against any liability of any nature whatsoever arising out of or by reason of such financial responsibilities. Silverwing will notify the Hirer as soon as practicable upon receipt of any such notice. Should Silverwing be requested to pay any of the Hirer taxes, fines or related obligations, Hirer shall reimburse Silverwing for any payments so made plus and overhead contribution of 15%. The provisions of this paragraph are continuing ones and their continuing, binding effect shall survive the expiration or termination of any Agreement.

#### 18.0 PROTECTION OF SILVERWING RIGHTS

18.1 The Hirer shall not rehire, sell, mortgage, charge, pledge, part with possession of or otherwise dent with the heat treatment equipment and accessories except as provided under Clause 10 and shall protect the same against distress, execution or seizure and shall indemnify Silverwing against all losses, damage, costs, charges and expenses that may be occasioned by a any failure to observe and perform this condition, except in the event of Government requisition.

18.2 If the Hirer make default in punctual payment of all sums due to Silverwing for hire of equipment and accessories or other charges or shall fail to observe and perform the terms and conditions of this Contract, or if the Hirer shall suffer any distress or execution to be levied against him or make or propose to make any arrangement with his creditors or being a Company shall go into liquidation (other than a member's voluntary liquidation) or shall do or shall cause to be done or permit or suffer any act or thing whereby Silverwing rights in the equipment and accessories may be prejudiced or put into jeopardy, this Agreement shall forthwith be terminated (without any notice or other act on the part of Silverwing and notwithstanding that Silverwing may have waived some previous default or matter of the same or like nature) and it shall thereupon be lawful for the Silverwing to retake possession of the said equipment and accessories and for that purpose enter into or upon any premises where the same may be and the determination of the hiring under this Condition shall not affect the right of Silverwing to recover from the Hirer any monies due to Silverwing under the contractor damages for breach thereof.

#### 19.0 IDENTIFICATION

The Hirer shall preserve Silverwing identification nameplate and or number on the equipment and accessories.