



IAN DICKIE & CO (PTY) LTD

BASIC CONDITIONS OF HIRE

The following terms and conditions apply to the hire of goods by the Company:

1. **Non Account Holders:** A deposit is required from the customer prior to delivery or collection.
2. Payment is due on a daily or weekly basis subject to the length of hire.
3. Any site outside a 30km radius of Ian Dickie & Co (Pty) Ltd branch will be liable for delivery and collection charge as well as Mechanics Time, Transport, Accommodation and Living Away Allowance, for Service and Repairs.
4. All daily hire rates based on a 5-day week of 9 hours per day. Days or hours in excess of this are to be declared and will be charged pro-rata.
5. Rates do not include operators, fuels and oils. Rates do not include plant consumables.
6. The following documentation is to be kept by the Hirer:
TACOGRAPHS – WEEKLY
PLANT RECORD – DAILY
7. Equipment lost or destroyed on site will be debited at replacement cost.
8. Any damage and abuse of plant will be charged to the Hirer.
9. All plant must be returned clean and free from contamination.
10. See below for our General Conditions of Sale / Hire.

IAN DICKIE & CO (PTY) LTD

GENERAL CONDITIONS OF SALE/HIRE

The following terms and conditions shall apply to all sales/hire of goods by the Company:

1. Payment of the purchase/hire price shall be made within 30 (thirty) days of date of the tender of delivery of the goods if on open account or on presentation of documents.
2. Delivery of the goods shall take place at the Company's works or warehouse and the risk in the goods shall pass to the purchaser/hirer upon tender of delivery thereof.
3. Notwithstanding delivery thereof ownership in the goods shall remain with the Company until payment therefore has been made in full (except in hiring where goods will always remain the property of Ian Dickie & Co. (Pty) Ltd.).
4. Interest on all overdue amounts shall be paid at 2,5 percent above the current prime bank-lending rate.
5. Time is not of the essence and dates for the delivery of the goods are approximate dates on and subject to the availability of the goods.
6. The Company shall have the right to cancel the contract and the purchaser/hirer shall have no claim of any nature whatsoever arising from such cancellation-

continued overleaf >>



- 6.1 Should the fulfilment of the contract be delayed and/or rendered impossible through war, invasion, insurrection, riot, order of any government or civil authorities, non-availability of the required import permits, breakdown, accidents, labour disputes, force majeure, acts of God or through any other cause beyond the reasonable control of the Company and /or the Company's supplier's and/or principals.
- 6.2 If the purchaser/hirer commits a breach of any of the terms or conditions of the contract or is provisionally or finally sequestrated or placed under judicial management or in liquidation or if any judgement is granted against the purchaser and remains unfulfilled for a period of 7 (seven) days from date thereof.
7. All performance figures or results furnished by the Company are based on its general experience and expectations and the Company makes no representation and gives no warranty as to the accuracy thereof on the suitability or use of the goods for any purchase/hire whatsoever and shall accordingly only be bound to the extent specifically by the Company in writing.
8. The liability of the Company shall be limited to rectifying any defects or effecting any replacements or repairs to the goods and the purchaser/hirer shall not have any further claim of any nature whatsoever for any loss or damage suffered by the purchaser/hirer whether direct or indirect, consequential or otherwise arising from any cause whatsoever.
9. The goods shall be supplied by the Company in its standard packing unless otherwise agreed by the Company in writing.
10. Should payment of the purchase/hire price not be effected on due date the Company shall be entitled to sue for payment thereof or alternatively cancel this contract, reclaim possession of the goods, retain all amounts paid on account thereof and recover any damages which the Company may have suffered without prejudice to any other claim the Company may have.
11. No goods invoiced may be returned for credit without prior arrangement. A 10% handling charge will be made.
12. The purchaser/hirer hereby consents to the jurisdiction of the Magistrate's Court having jurisdiction in terms of Section 28 of the Magistrate's Court Act No. 32 of 1944, as amended for all claims the Company may have against it.
13. No relaxation of waiver of these conditions of any occasion shall be prejudicial to or binding on the Company and no variation to these conditions shall be of any force or effect unless reduced to writing and signed by the parties.

Cape Town
TEL:(021) 534-3431

Johannesburg
TEL:(011) 609-4130

Port Elizabeth
TEL:(041) 451-1577

Durban
TEL:(031) 700-5636

Botswana
TEL:(+267) 391-4491

