

*Supply and sale of goods by The Moose Corporation Ltd. is subject to the following standard terms and conditions:-*

## **Terms & Conditions – Rental of equipment from The Moose Corporation Ltd**

### **DEFINITIONS**

- a) The "Company" shall be The Moose Corporation Ltd, their successors, assigns or personal representatives.
- b) The "Hirer" shall be the company, firm, person, Corporation or public authority, taking the Company's equipment on hire & includes their successors, assigns or personal representatives.
- c) "Equipment" covers all classes of equipment, cables & accessories which the Company agrees to hire to the Hirer.
- d) An "Order" is a verbal or written request by the Hirer to the Company for the equipment to be provided.
- e) The "Hire contract" is an agreement between the Company & the Hirer which confirms receipt of the Hirer's order, lists the equipment to be provided & incorporates any special conditions between the Hirer & the Company.

### **EXTENT OF CONTRACT**

No conditions of hire other than those therein, unless specifically set forth in the Hire Contract, shall be deemed to be incorporated in nor to form part of the Hire Contract.

### **ACCEPTANCE OF CONDITIONS**

The completion of the Hire Contract by signature of both the Company & the Hirer shall imply acceptance of all the conditions herein, unless otherwise agreed & specified in the Hire Contract by the Company & the Hirer.

### **HIRER'S DUTY OF RETURN**

The Hirer is absolutely responsible for the safe keeping of equipment during the period of hire & for its return to the Company at the end of the hire. If the Hirer fails to return equipment for whatever reason, whether as a result of theft, loss, destruction or otherwise, whether due to negligence on the part of the Hirer or his servants or not, the Hirer shall

be liable to the Company:

a) for the cost of replacement of the equipment together with all costs arising therefrom

b) for the Company's hire charges until the return of the equipment or payment in full of the costs under the clause a) hereof.

### **EQUIPMENT FAILURE OR BREAKDOWN**

Breakdowns or defects in the equipment occurring as a result of ordinary usage or fair wear and tear will at the Company's options either be repaired at the Company's expense & with the least possible delay, or alternatively the Company will replace equipment, & the Hirer in such event shall not be charged until repair or replacement occurs.

### **EXCLUSION OF LIABILITY**

Except as provided above the Company will not, to the extent permitted by law, be under any liability whatever, however arising to the Hirer for any consequences of equipment failure, malfunction or defect. In particular the Company will not be liable for consequential or pure economic loss in any event.

### **COMPLIANCE WITH THE LAW**

The Hirer shall be responsible for complying with all relevant laws, bylaws & regulations applicable & Incidental to the use of the equipment.

### **INSURANCE**

The Hirer shall be responsible for insuring the equipment fully & properly against all risks devolving on him either by law or under this contract & these conditions.

### **INDEMNITY**

The Hirer shall indemnify the Company in respect of all claims for injury, loss or damage whatsoever caused by or in connection with the hiring or use of the equipment by the Hirer.

### **FORCE MAJEURE**

The Company shall not be under any liability for any consequences of delay of failure in carrying out the contract by Force Majeure or circumstances outside the direct control of the Owner.

# **Terms & Conditions – Purchase of Goods from The Moose Corporation Ltd**

## **DEFINITIONS**

- a) The "Company" shall be The Moose Corporation Ltd, their successors, assigns or personal representatives.
- b) The "Customer" shall be the company, firm, person, Corporation or public authority, Purchasing goods & includes their successors, assigns or personal representatives.

## **2. PAYMENT**

- a) Standard payment terms for customers with agreed credit accounts are 30 Days from date of invoice  
Orders from customers who do not have an agreed credit account will only be accepted against prepayment in full.  
Any extension of time to pay shall not be effective unless agreed to in writing by the Company. Amounts may not be withheld or delayed by the Customer
- b) The Company reserves the right to charge interest on a daily basis from the date payment is due until the date payment is received. The basis of the interest will be 3% above National Westminster Bank plc Base Rate from time to time in force.
- c) All costs incurred in recovering overdue debts including, without limitation, legal expenses will be payable by the Customer.
- d) The Company may terminate this Agreement and/or withhold further supplies in the event of amounts payable being overdue, breach of any of these Terms and Conditions of Supply or any other reason which at the discretion of the Company warrants such action.

## **3. PROPERTY AND RISK**

- a) Title to any Goods supplied at any time to the Customer by the Company shall not pass to the Customer, notwithstanding delivery of any Goods or any documents representing them, until payment in full for any and all such Goods supplied and all other amounts on any account whatsoever due from the Customer to the Company has been made in full by the Customer.
- b) Until the passing of property under clause 3a) above, the Customer shall be the bailee of the Goods for the Company and:
  - i) shall keep the Goods in its possession and control, intact and in good condition;

- ii) pending the passing of property in the Goods under clause 3a) above, the Customer shall not dispose of, charge or encumber any of the Goods or purport to do so except that the Company licenses the Customer to dispose of Goods on arm's length terms in the ordinary course of its business.
- c) The Company shall be entitled at any time before the passing of property in the Goods under clause 3a) above, to terminate the license granted to the Customer under clause 3b) (ii) above and to enter upon the Customer's premises (or any other premises where the Goods are kept) for the purpose of removing them.
- d) The illegality or enforceability of any part of clause 3 shall not affect the validity and enforceability of the remainder of clause 3 and if any part of clause 3 is held not to be valid if part of the wording were deleted or modified then that provision shall apply with such modification as may be necessary to make it enforceable.
- e) Goods supplied by the Company are at the Customer's risk from the time they are duly delivered to the relevant delivery address or if the Customer is responsible for collecting the Goods, from the time they leave the Company's premises. The Customer will be responsible for insuring the Goods while they are at its risk.