

CONDITIONS OF RENTAL

1. At all times during the term of this rental, the hired equipment/accessories shall remain the property of Rent N Arc (the "Owner") but all liability and risk of loss shall pass to the Customer immediately upon delivery of the Equipment to the Customer or its employees, Agents or carriers ("Customer Parties"), and throughout the period the Equipment is in the care, custody or control of the Customer Parties until the Equipment is returned to the Owner.
2. The Customer shall indemnify Rent N Arc against all loss and damage to the Equipment during the rental period for the value(s) established on Rent N Arc's published pricing guides. The Customer is totally responsible for all loss and damage to the Equipment and accessories during the term of rental period is advised to verify with his own insurance broker that he has adequate coverage for same. Any missing rental Equipment or damage claimed by either the Customer or Rent N Arc must be made known in writing to the other party within three days after receipt by such claimant of the Equipment.
3. Repairs to the Equipment due to negligence or carelessness of the Customer are to be charged at Rent N Arc's new replacement cost. The Customer or its employees or any other person at the direction of the Customer shall not attempt to service rental Equipment without the prior written authorization of Rent N Arc. Rent N Arc will not accept or be responsible for payment of any expenses incurred by the Customer to service, repair or maintain Equipment unless first authorized in writing by Rent N Arc.
4. The Customer hereby indemnifies Rent N Arc against all claims, losses, penalties, damages, judgments and other costs and expenses or other liabilities (including any third party claims) which the Owner Parties may suffer or may be required or ordered to pay for personal injuries (including death) and/or property damage suffered by any individual, company or other organization by reason of the possession, operation, handling transportation or use of the Equipment during the term of the rental period by or while in the care, custody or control of the Customer Parties.
5. The Customer acknowledges that it is responsible to check the oil and radiator of each rental unit on a daily basis. Rent N Arc shall be responsible for regular maintenance, including changing the oil in each unit, unless hired equipment is taken offshore or out of the UAE by the hirer. In such cases the hirer is responsible for routine maintenance including oil changes at the manufacturer's recommended intervals.
6. Rental rates will commence on the date of shipment and terminate on the date the Equipment is returned to the Rent N Arc outlet.
7. The Customer hereby acknowledges that Rent N Arc will not be responsible for any loss or damage which the Customer may suffer, either directly or indirectly, by reason of the condition of the Equipment or the suitability of the Equipment for the work it may be required to perform.
8. In the event of total loss of any Equipment, this contract shall remain in effect and shall not be terminated until the Customer has confirmed loss to Rent N Arc and requested to be invoiced for the loss.
9. If the Customer,
 - (a) defaults in making any rental payments under this contract; or
 - (b) becomes insolvent, bankrupt, makes an assignment for the benefit of creditors or becomes subject to receivership; or
 - (c) fails to maintain the Equipment as required by this contract; or
 - (d) fails to comply with any other term or provisions of this contract; or
 - (e) fails to return the Equipment at the end of this term of this contract (or the agreed return date)then, Rent N Arc may terminate this Agreement without notice and take possession of the Equipment wherever it may be found, without becoming liable for damages for trespass. The Customer then shall pay to Rent N Arc all rental payments due, all replacement costs of damaged or missing Equipment and any damages generally resulting from the default and actions taken to recover possession of the Equipment, including legal fees and disbursements.
10. Clean up charges will be levied by Rent N Arc upon return of Equipment when power washing will not restore Equipment to its pre-rental state. (i.e. Presence of concrete or spray paint, removal of decals, etc.)
11. A late charge of 2% per month will apply to all overdue accounts.
12. In addition to the rental rates and any other amounts and liabilities referred to herein, the total amount due from the customer to the owner may include various itemized charges, including: charges for the handling for hazardous materials and for compliance with laws and regulations concerning hazardous materials; charges for handling, delivery and shipping; and/or charges for energy or fuel.
13. The customer is responsible to review and employ all safety and operational practices required under local law and regulations, and all safety operational practices included in the "Operator's Guide" provided with the signing of this agreement or otherwise delivered with or affixed to the Equipment.

CONDITIONS OF SALE

1. All claims by the Customer concerning damaged Equipment and/or non-receipt of Equipment must be made in writing to Rent N Arc within three days of delivery and are subject to inspection and confirmation by Rent N Arc in its sole discretion.
2. Prices noted in advertising materials are subject to change without notice.
3. Return of Equipment by the customer is permitted only by prior written authorization of Rent N Arc and return shipment to Rent N Arc's designated premises shall be prepaid by the Customer. In addition, there is a restocking charge of 10% on all new equipment with less than 5 hours of use, or, for used equipment (greater than 5 hours of use) the Customer will be charged the equivalent to our standard rental rate for the period retained by the Customer for any Equipment authorized by Rent N Arc to be returned.
4. Title to all Equipment sold to the Customer remains the property of Rent N Arc until paid in full by the Customer, but all liability and risk of loss for the Equipment and use thereof shall pass to the Customer immediately upon delivery of the Equipment to the Customer and shall remain with the Customer throughout the period the Equipment is in the care, custody or control of the Customer Parties until returned to the Owner's designated premises as authorized by Rent N Arc in clause 3 immediately above.