

## Summary of Terms and Conditions for Equipment Hire (Merlin printer and equipment)

This document serves as a summary document for the key terms of and conditions for Equipment Hire.

Full terms and conditions are available at [www.jepsonandco.com](http://www.jepsonandco.com)

### Equipment Hire and Rental Period

Jepson & Co shall hire the Equipment to the Customer for use at the Site subject to the terms and conditions of this agreement.

The period starts on the 'Contract Start Date' and shall continue until either party gives 3 months written notice of termination to the other party or until the Rental Period is terminated in accordance with our full Equipment Hire Terms and Conditions.

### Rental Payments and Other Charges

The Customer shall pay the Rental Payments to Jepson in accordance with the Payment Schedule. All payments shall be paid in pounds sterling.

Licence and Equipment rental fee: £

Payment Schedule:

Service Engineer visit charge: £ per visit

Replacement Printhead £ per printhead

**All payments are exclusive of VAT.**

If the Customer fails to pay any Rental Payments or any sums payable under this agreement by the due date for payment under this agreement then, without limiting Jepson & Co Ltd's rights, the Customer shall pay interest at a rate of 8% above the Bank of England base rate on such sums for the period up to and including the due date for payment up to the actual date of payment.

### Title, Risk and Insurance

The Equipment shall at all times remain the property of Jepson & Co Ltd, and the Customer shall have no right, title or interest in the Equipment.

The risk of loss, theft, damage or destruction of the Equipment shall pass to the Customer on Delivery. The Equipment shall remain at the sole Risk of the Customer during the Rental Period. The customer shall provide insurances at its own expense to the full replacement value of the Equipment and also such amount as Jepson & Co may reasonably require for third party or public liability risks howsoever arising in connection with the Equipment.

### Customer's Responsibilities

The Customer shall, during the term of this agreement:

- Ensure that the Equipment is kept and operated in a suitable environment and used only for the purposes for which it is designed by trained competent staff.
- Take reasonable steps to ensure that the Equipment is at all times safe and without risk to help during operation or maintenance.

- Use only Jepson & Co supplied materials with the Equipment. **Unmatched components can lead to the plate failing to pass British Standard BS AU 145d.**
- Not modify the Equipment in any way nor replace any parts with parts not supplied by Jepson & Co Ltd.

The Customer acknowledges that Jepson & Co shall not be responsible for any loss of or damage to the Equipment.

#### Warranty

Jepson & Co warrants that the Equipment shall substantially conform to its specification (as made available by Jepson & Co), be of satisfactory quality and fit for any purpose held out by Jepson.

If Jepson fails to remedy any material defect in the Equipment caused by Jepson & Co, Jepson & Co shall at the Customer's request accept the return of part of all of the Equipment and make an appropriate reduction to the Rental Payments payable during the remaining term of the agreement.

#### Liability

Jepson & Co's maximum liability for breach of this agreement (including any liability for acts of omission of its employees, agents or subcontractors), whether arising in contract, tort (including negligence), misrepresentation or otherwise, shall in no circumstances exceed the total Rental Payments made in the 12 month period immediately preceding the breach of this agreement.

Nothing in this agreement shall exclude or in any way limit any liability which cannot be excluded by law.

#### Total Loss

If a total loss occurs in relation to the Equipment then the agreement shall terminate immediately and the Customer will pay to Jepson & Co all payments that would have been due from the date of Total Loss to the end of the Rental Period.

#### Termination

Jepson & Co Ltd may terminate this agreement immediately by written to the customer defaults on its payment obligations, suspends or threatens to suspend payment of its debts or is unable to pay its debts.

#### Governing Law and Jurisdiction

This agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with English law.

(ends)