

# Winton Plant (Pty) Ltd

P.O. Box 75188  
Lynnwood Ridge  
0040  
Cell. 083 263 7263  
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## GENERAL CONDITIONS OF CONTRACT

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Request by:

Full Names: \_\_\_\_\_.

Date: \_\_\_\_\_.

Hire of: \_\_\_\_\_.

Company: \_\_\_\_\_.

For your site: \_\_\_\_\_.

Equipment rented: \_\_\_\_\_.

Our quotation and conditions are as follows:

1. Equipment rented by you: a Mechanical Crawler Excavator. **Dry Rate per hour is R\_\_\_\_\_** (please insert tariff here) **per machine (unit)**. With a minimum charge of 9.5 hours per day as from the date of delivery of the unit on your site. Normal working days will be from Monday to Friday. Should you require the use of the unit on Saturdays and/or Sundays the same rate and conditions shall apply with the exception that the hourly rate for Sundays will be 1.15 the normal rate.
1. **Duration and Minimum period of hire:** Minimum period of hire is **One(1) month** from the date of delivery for a minimum period of five days per week from Monday to Friday. The unit is rented out on the basis of "time out" and NOT work done. This means that hours in possession of the Hirer shall be billable whether the unit has worked or not. Minimum hours per day shall be 9.5 starting from 7:00 to 17:00 with half an hour lunch. Should the unit be moved between different sites for the same Client, all moving time, lowbed delays, loading etc. shall be normal billable time.
2. **Transport of Unit and cost of Transport:** The cost of Transport per unit to the site is to be paid by you upon acceptance of this quotation and after receipt of an invoice. In the event that the hire is terminated prior to the expiry of the hire period as noted in paragraph 2, for whatever reason, then both transport days shall be chargeable at a minimum of 9.5 hours each.
3. **Operator:** We shall supply the operator/s for the excavator which is included in our tariff but you must provide acceptable accommodation and transport for him from this accommodation to your site at your own cost. The Operator is the only person allowed to manipulate and operate the Unit. This does not mean that he is responsible for the direction as it pertains to the site. He is under direction and instruction of the Hirer and/or his nominated Delegate. The operator only have the right of refusal insofar as safety and safekeeping of the Unit is at stake. Neither Winton Plant nor our operator takes responsibility for the proper utilization of the Unit, productive operation, safe working and/or public liability of any nature. In the event of the Hirer electing to use his own operator, any and all damage to the unit shall be borne by the Hirer.
4. **VAT:** All prices referred to and payable in terms of this agreement are exclusive of VAT.
5. **Diesel:** The Unit is rented out on a dry basis. This means that diesel is entirely the responsibility of the Hirer. This would include the theft of diesel and the protection thereof. Should there not be diesel available and the Unit should stand as a result of having too little diesel, it shall be for the account of the Hirer. If the unit is on reserve it is in the discretion of the operator to switch the Unit off and refuse to work until it has enough diesel to resume operations. In the event of the unit working into an airlock as a result of too little diesel, Winton Plant shall dispatch a mechanic to remedy this at the cost of the Hirer

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(including his transport). In the event of the Hirer supplying dirty and/or contaminated diesel, the cost of replacement filters, and the labour to replace these shall be for the Hirer and be over and above the quoted hire rate.

6. **Payment:** In the event of default of payment of any amount due and payable in terms of this agreement, the full outstanding amount/s will immediately become due and payable. Payment must be made strictly within thirty(30) days from date of presentation of invoice. Payment shall mean full invoice amount reflected in our bank account and available. Post dated and/or amounts paid by cheque which has not been cleared by our bank shall not be deemed paid. Interest will be charged at 2.5% per month on all overdue amounts. If at the discretion of Winton Plant terms are allowed, these shall under no circumstances be over 30 days from date of invoice. Any and all amounts outstanding over 30 days shall be recalculated and charged at 1.5 times the agreed hourly rate.
7. **GET:** Ground Engaging Tools and their replacement is the responsibility of the Hirer and shall be supplied by Winton Plant for the account of the Hirer.
8. **Possession:** The Hirer takes full possession of the Unit and as such is responsible for the safe utilization and keeping of the Unit at all times including but not limited to after hours and weekends. Any and all damage including vandalism shall be for the account of the Hirer.
9. **Utilization:** It is the responsibility of the Hirer to ensure the proper indication and demarcation of existing services, underground pipes, electrical cables (overhead and underground), sewers, telecom lines and the like. It is an express agreement that under no circumstance does Winton Plant, its Equipment and/or Employees accept any responsibility for the damage of anything on site, whether pointed out or otherwise. It is in the discretion of the operator to stop working if sound safety principles is not adhered to. In such an event he shall contact a manager of Winton Plant who shall make a decision in conjunction with the Hirer. The plant undercarriage is designed to move the excavator as work progresses. Excessive travel is counterproductive and results in premature wear on the tracks and rollers (typically from the Hirer's yard to the point of work - more than 15 minutes or more than 100 meters). The Hirer undertakes not to direct or cause the unit to be moved more than 200 meters per day. In the event that it is necessary to traverse a road the Hirer shall provide old tyres to facilitate this and in the event of damage this shall be for the account of the Hirer.
10. The person who accepts this offer on behalf of a Close Corporation or a Company or any other legal persona warrants that he is fully authorized thereto and binds himself / themselves as surety and co-principal debtor with this Close Corporation, Company or legal persona for all amounts payable in terms of this agreement.
11. By accepting this offer the parties consent to the jurisdiction of the Magistrates Court of Pretoria in terms of section 45 of Act 32 of 1944 as amended.

For: Winton Plant (Pty) Ltd  
Director:



\_\_\_\_\_  
Neill Büchner PrIng

for: \_\_\_\_\_  
capacity:

name: \_\_\_\_\_

ID: \_\_\_\_\_

Kindly confirm your acceptance of this offer by signing the above and return faxing to 086 509 2005 including a copy of the ID of the signatory.

Please note that we require one day after acceptance and payment of transport hereof to prepare a unit for you

Sign here for acceptance \_\_\_\_\_