

Display Equipment 'DISPLAY RENTAL AGREEMENT'

Date signed:

1. DEFINITIONS:

In this AGREEMENT, unless the context indicates otherwise, the following expressions will bear the following meanings:

- 1.1 "DE", "OUR", "US" and "WE" means DISPLAY EQUIPMENT (PTY) LTD, trading as DISPLAY EQUIPMENT;
- 1.2 "the RENTER", "YOU" or "YOUR" means the renter of the GOODS, as indicated in SCHEDULE 'X' of this AGREEMENT
- 1.3 "The USER" means YOU and/or the user and/or the ADDITIONAL USERS as indicated in the AGREEMENT
- 1.4 "WEEK" means a period of 7 DAYS (or any part thereof) calculated from the time the GOODS are received by YOU;"
- 1.5 "the GOODS" means the ITEMS identified in this AGREEMENT or any other replacement items provided to YOU by US (including the parts ancillary to the main item described) as described in Schedule 'X' of this agreement.
- 1.6 "the RENTAL PERIOD" means the period between the date when the GOODS are taken out by YOU and the termination date and time as specified on the AGREEMENT or, if such period is extended, the time and date entered on OUR records as being the date and time when the GOODS are returned to US;
- 1.7 "The OFFICIAL RATES" means OUR rates charged from time to time and/or in terms of the official rates published and amended from time to time, applicable to the GOODS rented in terms of this AGREEMENT, and which are available at OUR premises;
- 1.8 "AGREEMENT" means the rental agreement and these terms and conditions.
- 1.9 References to the singular will include the plural, the male gender will include the female gender, and references to persons will include natural and juristic persons.

2. RISK, DELIVERY AND RETURN:

- 2.1 The GOODS will be at YOUR sole risk from the date and time of collection or delivery of the GOODS until the GOODS are returned to US. YOU undertake to return the GOODS in the same condition that YOU received it, fair wear and tear excepted;
- 2.2 YOU will return the GOODS, on the expiry or termination of this AGREEMENT, at YOUR expense to our authorised representative at the collection address recorded in the AGREEMENT. YOU acknowledge that failure to return the GOODS in terms of this AGREEMENT will constitute a breach of the AGREEMENT and illegal possession by YOU, and WE may report the GOODS as stolen and/or repossess the GOODS wherever same may be found and from whomsoever is in possession thereof;
- 2.3 When YOU or any person nominated by YOU return the GOODS to DE, YOU will:
 - 2.3.1 Deliver the GOODS to DE's premises in the designated receiving area;
 - 2.3.2 Ensure that the GOODS are properly received and secure;
- 2.4 The sole risk of loss or damage to the GOODS will remain vested in YOU until such time as WE have recorded the return of the GOODS.

3. WARRANTIES BY YOU:

YOU warrant that:

3.1 All information given by YOU to US is true and correct;

3.2 YOU will take all steps needed, to take care of the GOODS, in order to maintain their condition and security.

4. PAYMENTS:

4.1 YOU agree to pay US:

4.1.1 Our official rates and charges as set out on our official rate sheet, visible on the DE website and other charges as set out in the AGREEMENT and/or in terms of our OFFICIAL RATES, whichever may be applicable;

4.1.2 In the event that the GOODS are not returned on the return date, all amounts that would have been payable by YOU in terms of this AGREEMENT if the RENTAL PERIOD had been validly extended to the actual date of return of the GOODS to US;

4.1.3 all costs for which YOU are liable, incurred by US in repairing any damage of any nature whatsoever to the GOODS and any loss or damages suffered by US as a result of theft, fire or any other cause whatsoever;

4.2 If WE have agreed to payment from YOU by credit or charge card, YOUR signature will constitute authority for the issuer of the card to debit YOU with the total amount owing, inclusive of all costs and charges of whatsoever nature, arising in terms of this AGREEMENT.

4.3 YOU will pay all amounts payable by YOU under this AGREEMENT to US, on demand. If any payment is not made on its due date, then WE may, without prejudice to any of OUR rights, charge interest on the amount due at the maximum rate permissible by law.

4.4 YOU agree to allow payment of the deposit as well as the payment of the hire fee via your credit card where WE may use the electronic manual over ride feature on our credit card machine. WE will process the credit card information without your card present, based on the Credit Card information you supply to us.

5. EXTENSION OF RENTAL PERIOD:

5.1 YOU will be entitled at any time during the initial period to orally extend the RENTAL PERIOD.

5.2 This extension will however only be valid if confirmed by US in writing.

7. TERMINATION:

7.1 WE will be entitled to terminate this AGREEMENT if YOU and/or the USER commit any breach of this AGREEMENT. WE will then be entitled to the immediate return of the GOODS, and furthermore any amount then and there owing by YOU to US will become immediately due and payable.

7.2 Both YOUR and OUR rights and obligations under this AGREEMENT will continue to be in full force and effect until such time as the GOODS have been returned to US in terms of this AGREEMENT and YOU have complied with all YOUR obligations in terms hereof.

8. INDEMNITY:

8.1 Save as is provided for in law and provided that there was no negligence on OUR part, WE will not be liable for any damage and/or injury and/or death arising out of any defect in and/or mechanical failure of the GOODS, nor for any loss or damages to any property transported in or left with the GOODS, nor for any damages, injury, death, consequential loss, loss of profits, or any other damages which the RENTER or the USER or any person may suffer arising out of this AGREEMENT.

9. RESPONSIBILITY AFTER LOSS OR DAMAGE TO THE GOODS:

9.1 If the GOODS are damaged, or lost or stolen, or is involved in any incident, which could prejudice OUR rights, the RENTER and/or USER will take all such steps to safeguard OUR interests, including, but not limited to the following where appropriate;

9.2 Notify the police and US as soon as possible and in any event within 24 hours of the incident;

9.3 Within 48 hours of the incident complete and furnish to US OUR fully completed standard claim form;

9.4 Not abandon the GOODS and make adequate provision for their safety and security; and

9.8 Cooperate with US in any investigation, the lodging or instituting of any claim or action and the defence of any prosecution, claim or action relating to the above;

10. GENERAL:

10.1 YOU acknowledge that ownership in the GOODS will at all times remain vested in US, or the true owner of the GOODS.

10.2 YOU will not be entitled to cede or assign any of YOUR rights and obligations under this AGREEMENT or to sublet or part with possession of the GOODS.

10.3 You are not permitted to carry out any repairs to the GOODS.

10.4 If the RENTER is not the USER, then, without in any way detracting from the RENTER's obligations in terms of this AGREEMENT, the RENTER and the USER will be liable to US jointly and severally for all and/or any amounts owing under this AGREEMENT.

10.5 Please be advised that although WE will use our best efforts, WE are unable to guarantee the availability of the GOODS to YOU at a particular time due to possible circumstances beyond our control. In the event that WE are however unable to do this, WE will endeavour to make alternative arrangements until such time as WE are able to make the GOODS available to YOU.

10.6 Save as otherwise stated in this AGREEMENT any addition to or alteration of this AGREEMENT will be null and void unless agreed upon by US in writing.

10.7 YOU agree that WE may sue YOU in the Magistrate's Court for all purposes under this AGREEMENT, notwithstanding that the subject matter, cause of action, or amount involved be otherwise beyond the jurisdiction of the said court.

10.8 YOU choose the address where YOU will receive notices for all purposes in terms of this AGREEMENT, at the RENTER's address specified in the AGREEMENT or, in the case of that address not being in the Republic of South Africa, at the USER's local address specified in the AGREEMENT.

10.11 A certificate of any director, manager or accountant of DE as to the amount owed by YOU to US will, on the face of it, constitute proof of the amount owing.

10.12 This document contains the entire AGREEMENT between YOU and US regarding the matters contained herein and WE will not be bound by any undertakings, representations, warranties, promises or the like not recorded herein, unless otherwise stipulated by law.

10.13 It is agreed that each clause of these terms and conditions is severable, the one from the other, and if any clause is found to be defective or unenforceable for any reason by any competent Court, then the remaining clauses will be and continue to be of full force and effect.

10.14 This AGREEMENT will be governed by and interpreted in accordance with the laws of the Republic of South Africa.

10.15 No extension, relaxation or other leniency that may be given or allowed by US can be taken to mean that other rights may not be enforced.

10.16 The RENTER and/or USER authorises US to conduct any credit checks which WE deem necessary to adequately assess the risk of contracting with YOU. WE are entitled to note any default by YOU in terms of this AGREEMENT and, in accordance with The National Credit Act's requirements, with any credit bureau, and YOU hold US blameless for any consequences arising from the notation.

YOU have read and understand the terms and conditions of this AGREEMENT. YOUR attention has been drawn to the following important clauses:

Clause 2.1: The GOODS are rented at YOUR sole risk

Clause 4.1: YOU agree to pay US all amounts owing in terms of this AGREEMENT

Clause 8: YOU indemnify US from liability in certain circumstances

Witness

signed: the Renter / the User

Witness

signed: DISPLAY EQUIPMENT

GOODS COLLECTION DATE:

GOODS RETURN DATE: