

# TOOLHIRE

## OBJECTIVE OF THE CONTRACT

### Definition

The objective of this contract is to lease, without an operator, the machine which is detailed on the packing slip and the delivery of said machine.

## DURATION OF THE CONTRACT

### Start & Finish

The start of the rental contract, will begin on the same day and time at which the machinery, object of this contract, is delivered by the lessor to the lessee, and will finish with the return and delivery of the rented machinery.

## FORM OF PAYMENT

### Definition

The payment for the rental of the machinery, object of this contract, will be immediate, except if there is a documented agreement between the parties which refers to a different form of payment.

### Deposit

The Lessor, on delivery of the machinery, can ask for a deposit

### Invoicing

The invoicing of the machinery during the term of this contract, will be carried out at least once a month. At the end of the contract, once all the machinery, stated in the contract, has been returned and its state checked, the final invoice will be issued, in which the damages or expenses which have not been previously invoiced, will be included. In case of a deferred payment, the maximum period shall be of 60 days from the date of the invoice. If longer, then it will be subject to an increase according to the legal rate of interest.

## PRICES

### Pricing

The leasing price will be in accordance with the current rates, reflecting the quote given prior by the lessor or the order from the lessee, accepted in writing by both parties.

The rental price is established by working days, except for the machinery or equipment which is invoiced by natural days, with a maximum of eight hours of work per day.

### Supplemented expenses not included, independent and derivative.

Supplemented expenses not included, independent and derivative of the rental, object of this contract:

- a) Transportation of the machinery leased, provided that this is done by means provided by or on behalf of the lessor, will be billed according to the current rate.
  
- b) Malfunctions or damage of the leased machinery, object of this contract, provided that these are attributable to the lessee by misuse or negligent maintenance and conservation during the period of use stated in the contract.
  
- c) Costs of punctures, replacement of tyres, consumable material, etc.

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d) Taxes and legal fees arising from the usage, by the user of the equipment (waste management, tax on electricity, etc.)

e) The costs of maintenance and repairs, as a result of negligence or misuse, will be billed according to the current rates.

f) All authorization, permits, and projects necessary for the use of the leased machinery, will borne by the lessee.

g) The sanctions which may occur from the incorrect use of the leased machinery and/or for the breach of the rules applicable during the term of this agreement, will be borne by the lessee.

h) The hours used for the installation, assembly and disassembly of the machinery or rented equipment, whenever required, will be borne by the lessee.

i) Any other cost which incurs during the the term of this agreement, which has not been referred to in this present clause and which does not correspond to the rental price or the costs necessary for the normal maintenance of the machinery object to this contract.

## **OBLIGATIONS OF THE LESSOR**

### **Delivery**

The LESSOR is obliged to deliver the machinery, object of this contract, in perfect, working condition.

### **Documentation**

The LESSOR is obliged to provide the necessary documents inherent to the machinery, in accordance with current legislation.

### **Information regarding occupational risks**

The LESSOR is obliged, in accordance with what is stated in the Royal Decree 1215/97, and in relation to article 18 of the Law for the Prevention of Occupational Risks, to provide the LESSEE, with all the information necessary about the use, operation and safety of the machinery, object of this contract, and which should include documentation which attests to the compliance of this obligation, with the instructions, operational and safety information of each machine, object of this contract, if available.

### **Safety Plan**

The LESSOR is obliged to comply with the Safety Plan of the leasing company, when at the time of delivery, removal or repair and maintenance of the rented machine, object of this contract, they must access the site or place of work, in which the machine is.

### **Repair & Maintenance**

The LESSOR is obliged to repair and maintain, at his expense, the machinery object of this contract, when the faults are of a technical nature, in accordance with the manufacturers instructions, and in the case of prolonged stoppage of the machinery, must collect and replace the machinery with others of equal or improved characteristics or performance.

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## Legally Binding Coverage

The LESSOR is obliged to have the coverage which is legally obligatory for the activity related to the rental of the machinery, object of this contract, for the personnel and in respect of third parties, coverage for own damage and third parties, circulation, breakdown of machinery and any other which features the characteristics of machinery and the specificities of rental which are enforced by law.

## OBLIGATIONS OF THE LESSEE

### Responsability for use

The LESSEE, on receipt of the leased machinery and its accessories, object of this contract, is responsible for how ever many factors which arise from the usage of the leased machinery which are not attributable to the lessor, through the breach of obligations defined in this agreement.

### Damage & Breakdown

The LESSEE will be liable for the damages and breakdowns caused by the misuse or negligent usage, contrary to the manufacturers instructions for the specific machine and the normal use, operation and security referred to in the current legislation and recommended and supplied by the LESSOR; or by inadequate training or lack of training of the operator.

### Occupational Risk Prevention

The LESSEE is obliged, under article 19 and in accordance with the Law for the Prevention of Occupational Risks, to guarantee the EDUCATION AND TRAINING OF THE OPERATOR; to whoever is assigned the usage or handling of the machine or machinery, object of this rental agreement.

### Information about the use and safety

The LESSEE is obliged to transfer, to the operator and operators responsible for the use of the leased machines, object of this present contract, all of the information provided by the Lessor, regarding the use, operation and safety features of the machine, in accordance with that established in the Law for the Prevention of Occupational Risks, in relation to the Royal Decree 1215/97.

### The Environment for the use of the machinery

The LESSEE is obliged to know the characteristics of the place and environment where the machinery, object of this present contract, will be used, adopting as many measures necessary, in accordance to the current law regarding occupational hazards and the environment, verifying in all cases, on a daily basis the technical state and maintenance of the machinery, object of this present contract.

### Payment of rent and expenses

The LESSEE is obliged to pay for the rental of the object of this present contract, as well as the expenses which may arise from its usage and enjoyment which may include (transportation, waste, diesels, permits, autorizations, sanctions).

The payment will be made in accordance with what is established in the fourth clause (method of payment).

### Damages

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The LESSEE will be liable for the damages caused by the breach of the obligations contained in this agreement.

## Robbery or Theft

The LESSEE, in case of robbery or theft of the leased machinery, object of this contract, will be liable to the full value. Furthermore, he is obliged to urgently and in writing, inform the Lessor of the event and the circumstances in which the robbery or theft took place, for the appropriate legal procedures.

## In case of an accident

The LESSEE is obliged to urgently communicate in writing to the Lessor, in the case of an accident with the machine or machinery, object of this present contract, the damages, of material or of the body, produced during the use of the rented machinery, object of this present contract, detailing the circumstances, date, time & place, as well as the full identification of the material as well as the number of the insurance policy of the approved works, a requirement of the Lessee.

## Access to the work place

The LESSEE is obliged to authorise the access to the place of work in which the machinery leased and object of this present contract is delivered, collected, repaired, maintained or kept, for the person/s placed in charge by the Lessor, making them aware of the Safety Plan in the work place and the measures which said person/s should adopt to prevent risks which they can be exposed to during their time at said work place, coordinating these preventative measures with the rest of the activities taking place.

## Capabilities of the operator

The LESSEE is responsible for making sure that the usage or handling of the machinery, object of this present contract, is reserved for those persons responsible, capable and trained in the usage as well as the maintenance of the machines during the rental period stated in the present contract.

## Assignment or transfer

The LESSEE cannot assign or transfer to a third party, the use and enjoyment of the machinery of the present contract, during the validity of said contract without the express permission of the Lessor.

## MODIFICATION OF THE CONTRACT

### Definition

In all cases, when the contract is resolved, even though the circumstance is not one listed below, the lessee will automatically lose possession of the machinery, object of this contract, being obliged to return it to the lessor.

### By agreement of both parties

In this case the machinery, object of this contract, will be returned and the remaining leasing periods cancelled.

### By breach of the Lessor

After considering the clauses, and the obligations recognised in this present contract, unless this can be claimed in compensation by consequential damage or profit loss.

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## **By breach of the Lessee**

Having respected the obligations recognised in the clauses of this present contract.

## **Communication**

The resolution of the contract for any of the reasons detailed, will have to be previously communicated, considering the length of said contract.

## **MODIFICATION OF THE CONTRACT**

### **Autorization of the Contracted Parties**

Any modification, alteration or novation of the clauses and content of this agreement needs the express authorisation and in writing of the contracted parties without which a tacit acceptance is issued.

## **INTERPRETATION OF THE CONTRACT**

### **Definition**

This contract will be interpreted according to the literalness of its terms, in accordance with the applicable legislation and with the main character of the rules of the Civil Code, as well as those referred to in the Occupational Risks, environment, and those which affect the contracted parties further.

## **JURISDICTION**

### **Claims arising from the contract**

The parties will settle any claim arising from this present contract before the courts and tribunals of the domicile of the Lessor, renouncing the jurisdiction of the contracting parties.

## **ANNEX**

### **Loss of keys**

The loss of keys will involve a charge.