

LIVINGSTON GLOBAL TERMS & CONDITIONS OF RENTAL

Livingston UK Ltd's Standard Rental Terms & Conditions will apply at all times except where specifically varied in this quotation or notified in writing, prior to the commencement of any transaction, by an authorised executive officer of Livingston Global. (Details available on www.Livingston-global.com)

CURRENCY

All prices quoted are in GBP Sterling, Euro or US Dollars and are valid for 30 days from date of quotation.

DUTY and TAXES

The Customer is additionally liable for all duties, taxes and licences and is responsible for such until the equipment is returned to Livingston's depot.

WITHHOLDING TAX

Any taxes levied by the relevant authorities outside of Great Britain on the Service provided shall be paid by the Customer. Any taxes levied by the relevant authorities inside of Great Britain on the Service provided shall be paid by Livingston. The actual amount payable to Livingston is the NET INVOICE TOTAL, excluding Withholding Tax. **The Customer must not, under any circumstances, deduct Withholding Tax from the net invoice total.**

DAMAGE WAIVER

The Customer has the option to purchase Livingston's damage waiver product. The terms and conditions are available on www.Livingston-global.com

INSURANCE

The Customer has an obligation to arrange for suitable insurance cover for the equipment if its general insurance policy does not cover equipment that is owned by a third party. The Customer must provide evidence, when requested to do so, of suitable insurance cover for all equipment supplied for full replacement cost on an all risks basis within 48 hours in writing to Livingston Global Customer Service department. The Customer acknowledges and accepts that failure to provide such written evidence gives Livingston the right to invoice immediately for replacement cost for the equipment.

Alternatively, Livingston can accept a letter, signed by an executive officer of the Customer, stating that in the event of the equipment being stolen or damaged then the Customer accepts full liability and responsibility for the loss of the equipment at full replacement cost as per the quotation provided by Livingston.

AVAILABILITY

All equipment quoted is subject to availability at the time of order. Whilst Livingston will use its best endeavours to maintain quoted prices and delivery schedules, they reserve the right to amend them subject to availability and, where appropriate, exchange rate fluctuations. Errors and Omissions Excepted.

RENTAL PERIODS/RATES

Prices quoted relate to the period of rental specified in this quotation. Should the actual period of rental be shorter than the rental period initially agreed at the commencement of the rental, then Livingston reserves the right to re-calculate the rental rate based upon the actual period of rental.

EXTENSION OF RENTAL ORDERS

The Customer will be given the option to extend the rental period beyond the initial term. Livingston will notify the Customer, in writing by e-mail, at least one week before the end of the current rental period. The Customer will be deemed to have extended the rental period, at the current rental rate, under any of the following circumstances:-

- retaining the goods
- not advising Livingston in writing before the end of the period
- by not making the equipment available for collection

The Customer will be invoiced for the original quoted price, or a re-negotiated price, if a properly authorized Purchase Order is received by Livingston before the end of the existing rental contract.

RENTAL TERMINATION

Upon termination of the Rental, the Customer must make the equipment available for collection by Livingston's, or the Customer's, Freight Forwarder as agreed in this quotation. Any Part Return (i.e. where the entire equipment originally sent is not returned) will incur additional logistics and shipping costs to the Customer as those costs included in the original quotation do not include Part Returns. . . . *continued*

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The equipment, **and all accessories supplied, must be securely packed for International Transport** using the same transit cases/boxes supplied. If the equipment is returned in an unsuitable condition resulting in physical, mechanical or electrical damage then the Customer accepts liability and will be charged the full repair costs associated with bringing the equipment(s) back to full working order. All package labels and delivery documents must quote Livingston's rental reference number. Any delays incurred in collection of the equipment will result in additional cost to the Customer and a continuation of rental charges until the equipment has been collected and/or customs clearance has been achieved.

INVOICING AND PAYMENT TERMS

Invoicing is monthly in advance and commences the next day from shipment, unless specifically notified otherwise in this quotation. If Livingston has arranged for a Door-to-Door service, then the rental charges will terminate only after the day the equipment is collected, received and confirmed by its Agent or Freight Forwarder. If Incoterms are either Ex-works UK, Freight-on-Board (FCA) or CIF to nominated Airport then rental charges will only terminate when the equipment has either been confirmed received at Livingston's depot, or confirmed received by our agent for onward shipping back to the UK.

- Standard Payment Terms are 30 days from date of Invoice subject to account status or as shown on quotation. Any deviation from these terms must be specifically in writing and approved by an executive officer of Livingston Global
- In special cases Livingston will consider Payment by Confirmed Irrevocable Letter of Credit, paid in advance of shipment, by monthly or quarterly instalments to cover the order period to the Bank.
- Bank Charges incurred for Remitting/Receiving Funds will be fully paid by the customer.

Livingston's VAT Registration no: GB 806 6538 19

Livingston Bank Details:

Lloyds TSB Bank plc

City Office, PO Box 72
Bailey Drive, Gillingham Business Park
Gillingham, Kent, ME8 0LS

Sterling Account

Account: 01237441
Sort Code: 30-00-02
BIC: LOYDGB2LCTY
IBAN: GB40 LOYD 30000201237441

Dollar Account

Account: 11530291
Sort Code: 30-12-18
BIC: LOYDGB2LCTY
IBAN: GB87 LOYD 30121811530291

Euro Account

Account: 86264909
Sort Code: 30-12-18
BIC: LOYDGB2LCTY
IBAN: GB44 LOYD 30121886264909

RECEIVING OF GOODS FAULT REPORTING

The Customer must notify Livingston in writing (by e-mail to the Customer Service department is acceptable) within 24 hours from receipt of the equipment(s) if there are any problem with the equipment. If the Customer does not send written notification then they accept that the equipment is fit for purpose and fully functional and will accrue the agreed rental charges accordingly.

ON-SITE FAULT REPORTING

The Customer must notify Livingston Global in writing (by e-mail to the Customer Service department is acceptable) within 24 hours if any of the rental equipment becomes faulty whilst on site. Subject to availability, Livingston will arrange for replacement or provide a suitable alternative product where possible. If Incoterms are either Freight-on-Board (FCA) or CIF to nominated Airport then rental charges will only terminate when the equipment has either been confirmed received at Livingston's depot or confirmed received by its agent for onward shipping back to the UK. The Customer accepts responsibility for the freight and logistics charges incurred for any replaced item(s) unless pre-agreed in this quotation. Livingston is not and cannot be held responsible for any costs, loss of profits or delays suffered by the Customer should any of its products fail on site.

QUALITY SYSTEMS

Livingston operates a quality management system in accordance with its BSI requirements; registered to BS EN ISO 9001:2008 (certificate No.FS11035). All equipment complies with the legal requirements of the EMC Directive 89/336/EEC and can, where appropriate, be supplied with valid calibration certificate on request. If the initial rental period is extended beyond the period specified on your order, and subsequently the calibration date on any of our products expires, then it will be incumbent on the Customer to request a replacement if required.

Acceptance of an order may be subject to the granting of an appropriate Export Licence.

The Terms and Conditions set out in this document, in conjunction with Livingston's Standard Rental Terms and Conditions, supersede any other Terms and Conditions, including those of the customer.



FS 11035



Livingston Ltd

Registered in England No. 913760

Part of the Microlease group