

Greenplant.

TERMS AND CONDITIONS

FOR THE HIRE AND SALE OF GOODS – 2026

Greenplant Ltd – Please see the last page for our contact details.

The Customer's attention is specifically drawn to the provisions of Clause 23 (Limitations of liability) and, where Part 4 applies, to Clause 34 (Limitation of liability – Third Party Supplies).

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1. INTERPRETATION

- 1.1. In these conditions the following words have the following meanings:
“Conditions” is interchangeable with the words ‘terms and conditions’;

“Consumer” an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession;

“Commercial Terms Schedule” means the hire contract, hire ticket, quotation, order confirmation, schedule or letter issued by Greenplant to the Customer (in paper or electronic form, including any document generated by Greenplant's hire management system), setting out the basic commercial terms agreed between the parties, such as any hire duration, Rental, charges and/or delivery address;

“Contract” means an agreement which incorporates these conditions and the Commercial Terms Schedule, made between the Customer and Greenplant for the hire or sale of Goods;

“Customer” means the individual, firm, company or other organisation hiring Hire Goods or purchasing Sale Goods;

“Damage Administration Charge” means a sum equal to 30% of the Repair Cost, or such other percentage as is stated in the Commercial Terms Schedule, subject to a minimum of £75 per incident;

“Damage Waiver”, “Damage Waiver Charge” and “Damage Waiver Excess” have the meanings set out in Clauses 7.7 to 7.10;

“Deposit” means any advance payment required by Greenplant in relation to the Hire Goods which is to be held as security by Greenplant;

“Force Majeure” means any event outside a party's reasonable control, including but not limited to acts of God, war, flood, fire, labour disputes, strikes, sub-contractors, lock-outs, riots, civil commotion, malicious damage, explosion, terrorism, governmental actions and any other similar events;

“Greenplant” means Greenplant Ltd, the business whose full details appear at the end of these Conditions;

“Goods” means any Machinery, Equipment, Product, Article, Tool, Digital Content and/or Device together with any Accessories specified in a Contract which are hired or sold to the Customer;

“Hire Goods” means any Goods which are hired to the Customer;

“Hire Period” means the period of hire, as set out in Clause 5;

“Hire Start Date” means as defined in Clause 5.1;

“Liability” means liability for any and all damages, claims, proceedings, actions, awards, expenses, costs and any other losses and/or liabilities;

“Local Supplier” means, in relation to a Third Party Supply, the third party from whom Greenplant hires the Hire Goods, as identified in the Commercial Terms Schedule;

“Lost Rental Period” a length of time when Greenplant is unable to rent out the Hire Goods;

“Off-Hire Date” means the date on which the Hire Goods are off-hired in accordance with Clause 5;

“Operator” a person who works the Hire Goods, who may also have been provided by Greenplant;

“Order” the Customer's order for the purchase or hire of Goods, as applicable whether verbal or in writing;

“Rental” means Greenplant's charging rate for the hire of the Hire Goods which is agreed at the start of the Hire Period;

“Parties” means Greenplant and Customer

“Repair Cost” means the cost to Greenplant of repairing, cleaning or replacing the Hire Goods so as to return them to a condition fit for rehire, including: (a) where the Hire Goods have been hired in by Greenplant from a third party, all sums which Greenplant becomes liable to pay that third party in respect of the loss, theft, damage or condition of the Hire Goods, including repair, cleaning, replacement, transport, lost rental and administration charges levied by that third party; (b) the cost of parts, materials and consumables; and (c) Greenplant's own labour at the Standard Labour Rate;

“Sale Goods” means any Goods which are sold to the Customer;

“Specification” means the specification for the Goods supplied by Greenplant to the Customer in writing referred to in the Commercial Terms Schedule;

“Site” means, in relation to a Third Party Supply, the location at which the Hire Goods are to be used, as identified in the Commercial Terms Schedule;

“Standard Labour Rate” means Greenplant's hourly or job labour rate as published by Greenplant or as stated in the Commercial Terms Schedule from time to time;

“Supplier Conditions” means the terms and conditions on which Greenplant hires the Hire Goods from the Local Supplier;

“Supply Contract” means the contract between Greenplant and the Local Supplier for the hire of the Hire Goods;

“Third Party Supply” has the meaning given in Clause 29.1;

“Total Loss” means the Hire Goods are, in Greenplant's reasonable opinion or the opinion of its insurer(s), damaged beyond repair, lost, stolen, seized or confiscated.

2. BASIS OF THE CONTRACT

2.1. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing. These Conditions supersede any initial discussions both oral and/or in writing that may have taken place between the parties. Unless the Conditions have been varied in writing by Greenplant, they will exclusively apply to all transactions.

2.2. The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order are complete and accurate.

2.3. The Order shall be deemed to be accepted, and the Contract shall come into existence, on the earliest of: (i) Greenplant confirming acceptance of the Order, whether in writing (including by email or by issue of a Commercial Terms Schedule) or verbally (including by telephone or in person at Greenplant's depot); and (ii) Greenplant commencing performance of the Order, including by delivering the Goods or making them available for collection.

- 2.4. Any samples, drawings, descriptive matter or advertising produced by Greenplant and any descriptions or illustrations contained in Greenplant's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.
- 2.5. The acceptance of Goods whether hired or purchased implies immediate acceptance of these Conditions, unless the parties have agreed otherwise in advance and in writing.
- 2.6. Greenplant and the Customer do not wish any of the terms to be enforced as a result of the Contracts (Right of Third Parties) Act 1999 by anyone who is not a party to the initial Contract, unless they are a subsequent business successor of Greenplant.
- 2.7. Nothing in the Contract shall exclude or limit any statutory rights of the Customer which may not be excluded or limited due to the Customer acting as a Consumer. Where any terms within the Contract do not apply to a Consumer such terms are clearly outlined below.
- 2.8. In the event of any conflict and inconsistency between these terms and conditions and the Commercial Terms Schedule the Commercial Terms Schedule shall prevail.
- 2.9. Where the Commercial Terms Schedule states that the Hire Goods are to be supplied by a Local Supplier, Part 4 of these Conditions shall apply in addition to Parts 1 and 3. In the event of any conflict or inconsistency between Part 4 and any other provision of these Conditions, Part 4 shall prevail.

3. THE GOODS

- 3.1. The Goods are as described in the Specification.
- 3.2. Greenplant reserves the right to amend the Specification if required by any applicable statutory or regulatory requirement, and Greenplant shall notify the Customer in any such event.
- 3.3. Greenplant may change the Goods provided to the Customer:
- 3.3.1. to reflect changes in relevant laws and regulatory requirements; and
 - 3.3.2. to implement minor technical adjustments and improvements. These changes will not adversely affect the Customers' use of the Goods.
- 3.4. Greenplant may also make more significant changes to the Goods, but will notify the Customer if any such significant changes are made and, if the Customer is a Consumer, and the change has an adverse impact on the Consumers' use of the Goods, the Consumer may then contact Greenplant to end the Contract and will receive a full refund.
- 3.5. Where the Goods are digital content, Greenplant may change the Goods to update digital content, provided that the digital content always matches the description of it that Greenplant provided to the Customer before the Customer bought it. Greenplant might ask the Customer to install these updates.
- 3.6. For the avoidance of doubt, these terms and conditions are not intended to cover the manufacture and sale of bespoke goods and additional conditions will apply.

PART 1: TERMS APPLICABLE TO THE HIRE OF GOODS ONLY

4. HIRE OF GOODS

- 4.1. Greenplant shall hire the Hire Goods to the Customer subject to the terms and conditions of the Contract.
- 4.2. Greenplant shall not, other than in the exercise of its rights under the Contract or any applicable law, interfere with the Customer's quiet possession of the Hire Goods.

5. HIRE PERIOD

- 5.1. The Hire Period shall commence on the date on which the Hire Goods are collected by the Customer from Greenplant or, where Greenplant has agreed to deliver the Hire Goods, the date on which the Hire Goods are delivered to the Customer ('Hire Start Date').
- 5.2. Unless a fixed or minimum hire duration is specified in the Commercial Terms Schedule, the hire is of indefinite duration and the Hire Period shall continue, and the Rental shall continue to accrue, until the Hire Goods are off-hired in accordance with Clause 5.3 or Clause 5.4 (as applicable), the date on which this occurs being the 'Off-Hire Date'.
- 5.3. Where the Customer collected the Hire Goods from Greenplant, the Hire Goods shall be off-hired only when the Customer physically returns the Hire Goods into Greenplant's possession at Greenplant's depot during Greenplant's normal working hours. The Off-Hire Date shall be the date of such return.
- 5.4. Where Greenplant delivered the Hire Goods to the Customer, the Hire Goods shall be off-hired only when the Customer notifies Greenplant in writing (which may be by email) that the Hire Goods are off-hire, identifying the Hire Goods, the relevant Contract or hire reference and the location of the Hire Goods. The Off-Hire Date shall be the date on which such notification is received by Greenplant or, where it is received after Greenplant's normal working hours, the next working day. Following receipt of a valid off-hire notification Greenplant shall arrange collection of the Hire Goods within a reasonable time in accordance with Clause 8.4.
- 5.5. From the Off-Hire Date until the Hire Goods are returned to or collected by Greenplant, the Customer: (i) must not use, operate or move the Hire Goods, save to the extent reasonably necessary to keep them safe and secure or to load them onto Greenplant's transport at the point of collection; (ii) shall keep the Hire Goods safe, secure and available for collection at the location notified under Clause 5.4; and (iii) shall remain responsible for the Hire Goods in accordance with Clauses 6.4 and 7.1.5. If the Customer uses, operates or moves the Hire Goods in breach of this Clause 5.5, the off-hire notification shall be deemed withdrawn and the Hire Period (and the Customer's liability for the Rental) shall be treated as having continued without interruption until the Hire Goods are validly off-hired in accordance with this Clause 5.
- 5.6. Where hire of the Hire Goods is to a Customer who is an individual (whether a Consumer or otherwise) or a relevant recipient of credit as defined under Article 60L of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, e.g. (a) a

partnership consisting of two or three persons not all of whom are bodies corporate, or (b) an unincorporated body of persons which does not consist entirely of bodies corporate and is not a partnership ('Relevant Individual'), the Hire Period shall in all cases end on the earlier of (i) the Off-Hire Date; and (ii) the last day of the 3 month period commencing on the Hire Start Date, on which date the Customer shall return the Hire Goods to Greenplant or make them available for collection by Greenplant. Any continued hire beyond that date may only take place under a new Contract. For the avoidance of doubt, as the Hire Period for Relevant Individuals is no longer than 3 months, the hire of any Hire Goods is not covered by the Consumer Credit Act 1974.

5.7. If any Customer fails to comply with its obligations in this Clause 5, then it shall be liable for any financial loss which this causes Greenplant and shall indemnify Greenplant in full and on demand in respect of any costs, liabilities, losses and expenses, including legal fees, incurred as a result.

6. TITLE AND RISK

6.1. Ownership of the Hire Goods remains at all times with Greenplant. The Customer has no right, title or interest in the Hire Goods except the right to possession and use of the Hire Goods subject to the terms and conditions of the Contract.

6.2. The Customer does not own the Hire Goods and must not attempt to handle any issues appertaining to ownership. This includes but is not limited to selling, assigning, mortgaging, pledging, charging, securing, hiring, withholding, exerting any right to withhold, disposing of and/or lending. However, the Customer may re-hire the Hire Goods to a third party provided that it has the prior written consent of Greenplant.

6.3. Risk in the Hire Goods will pass immediately to the Customer when the Hire Goods leave the physical possession or control of Greenplant. For the avoidance of doubt, risk passes to the Customer at the point of collection by the Customer or delivery to the Customer (as applicable), and passes back to Greenplant only when the Hire Goods are physically returned into Greenplant's possession at Greenplant's depot or loaded onto Greenplant's transport at the point of collection.

6.4. The Hire Goods shall remain at the sole risk of the Customer during the Hire Period and any further term during which the Hire Goods is in the possession, custody or control of the Customer ('Risk Period') until such a time as the Hire Goods are redelivered back into the physical possession of Greenplant and have been physically inspected by the same.

7. INSURANCE

7.1. During the Hire Period and the Risk Period, the Customer MUST, at its own expense, obtain and maintain the following insurances:

7.1.1. Insurance of the Hire Goods to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as Greenplant may from time to time nominate in writing;

7.1.2. Insurance for such amounts as a prudent owner or operator of the Hire Goods would insure for, or such amount as Greenplant may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising in connection with the Hire Goods; and

7.1.3. Insurance against such other or further risks relating to the Hire Goods as may be required by law, together with such other insurance as Greenplant may from time to time consider reasonably necessary and advise to the Customer in writing.

7.1.4. Whether the Customer will insure the Hire Goods in accordance with Clause 7.1.1 or take the Damage Waiver in accordance with Clauses 7.7 to 7.13 must, in every case and whether the Customer is a Consumer or a business, be agreed with Greenplant before the start of the Hire Period.

7.1.5. The Customer's responsibility for insuring the Goods starts at the point of collection or immediately after the Goods have been delivered by Greenplant. The Customer's insurance shall remain in force until the Goods have been collected by Greenplant or returned to Greenplant during Greenplant's working hours.

7.2. All insurance policies procured by the Customer shall be endorsed to provide Greenplant with at least 30 days' prior written notice of cancellation or material change (including any reduction in coverage or policy amount) and shall on Greenplant's request name Greenplant on the policies as a loss payee in relation to any claim relating to the Hire Period. The Customer shall be responsible for paying any deductibles due on any claims under such insurance policies. Any proceeds of any such insurance shall be paid to Greenplant on demand. The Customer must not compromise any claim in respect of the Hire Goods and/or any associated insurance without Greenplant's written consent.

7.3. Greenplant does not provide insurance and is not authorised to advise on, arrange or sell insurance. Where the Customer does not hold suitable insurance, the Customer may arrange insurance directly with an insurer or broker of its choice (Greenplant may provide the names of third party providers of hired-in plant insurance for information only, without any advice or recommendation as to their suitability), or Greenplant may offer the Customer the Damage Waiver in accordance with Clauses 7.7 to 7.13.

7.4. The Customer shall give immediate written notice to Greenplant in the event of any loss, accident or damage to the Hire Goods arising out of or in connection with the Customer's possession or use of the Hire Goods.

7.5. If the Customer fails to effect or maintain any of the insurances required under this agreement, Greenplant shall be entitled to effect and maintain the same, pay such premiums as may be necessary for that purpose and recover the same as a debt due from the Customer.

7.6. The Customer shall, on demand, supply copies of the relevant insurance policies or other insurance confirmation acceptable to Greenplant and proof of premium payment to Greenplant to confirm the insurance arrangements.

7.7. As an alternative to the Customer insuring the Hire Goods under Clause 7.1.1, Greenplant may, at its option, offer the Customer a damage waiver in respect of the Hire Goods ('Damage Waiver'). The Damage Waiver applies only where it is agreed between the parties at or before the start of the Hire Period, is recorded in the Commercial Terms Schedule or hire contract, and the Customer pays the Damage Waiver Charge.

- 7.8. The 'Damage Waiver Charge' is a sum equal to 20% of the Rental, payable by the Customer at the same time and in the same manner as the Rental.
- 7.9. Where the Damage Waiver applies then, in consideration of the Customer's payment of the Damage Waiver Charge: (i) the requirement in Clause 7.1.1 for the Customer to insure the Hire Goods shall not apply; and (ii) Greenplant waives its right to recover from the Customer the cost of repairing or replacing the Hire Goods, and any lost rental charges under Clauses 11.1 to 11.4, arising from theft of, or accidental loss of or damage to, the Hire Goods during the Hire Period, in each case to the extent that such sums exceed the Damage Waiver Excess. For the avoidance of doubt, Rental accrued up to and including the date on which the loss, theft or damage is notified to Greenplant remains payable in full.
- 7.10. The 'Damage Waiver Excess' is a sum equal to 20% of the cost of the relevant loss, theft or damage (as reasonably determined by Greenplant), subject to a minimum of £50 and a maximum of £1,000 per incident, and is payable by the Customer on demand.
- 7.11. The Damage Waiver applies only to theft of, or accidental loss of or damage to, the Hire Goods. It does not apply to, and the Customer remains fully liable for: (i) death or personal injury; (ii) loss of or damage to third party property and any other claim by a third party, in respect of which the Customer must maintain the insurance required by Clause 7.1.2; (iii) loss, theft or damage caused by or resulting from the deliberate act, recklessness, wilful misconduct or dishonesty of the Customer or its employees, agents or contractors, or from use of the Hire Goods in breach of the Contract or of any operating or safety instructions; and (iv) theft of the Hire Goods where the Customer has failed to take reasonable precautions to keep the Hire Goods secure.
- 7.12. The benefit of the Damage Waiver is conditional upon the Customer: (i) notifying Greenplant of any loss, theft or damage in accordance with Clause 7.4 and, in the case of theft, reporting the theft to Greenplant within 24 hours together with the police crime reference number; and (ii) paying the Damage Waiver Charge and the Damage Waiver Excess when due.
- 7.13. The Damage Waiver is a contractual limitation of the Customer's liability to Greenplant. It is not a policy of insurance and does not provide the Customer with any insurance cover or any protection against claims by third parties.

8. DELIVERY AND COLLECTION

- 8.1. Unless otherwise agreed between Greenplant and the Customer in writing, it is the responsibility of the Customer to collect the Hire Goods from Greenplant, and return them to Greenplant at the end of the Hire Period.
- 8.2. Delivery and collection is an optional service. If Greenplant agrees to deliver Hire Goods to and/or collect the Hire Goods from the Customer it will do so at its delivery and collection charges as quoted or set out in the Commercial Terms Schedule, determined by reference to the mileage and handling involved, together with any applicable surcharges under Clause 18.18.
- 8.3. Greenplant shall make the Hire Goods available for collection on the date agreed and at the place specified in the Commercial Terms Schedule, as may be amended from time to time by notice in writing from Greenplant.
- 8.4. Where Greenplant delivered the Hire Goods or has otherwise agreed to collect the Hire Goods from the Customer, the Customer shall make the Hire Goods available for collection from the Off-Hire Date at the location notified under Clause 5.4 (or such other place as is agreed in writing with Greenplant). Greenplant will collect the Hire Goods within a reasonable time of receipt of a valid off-hire notification under Clause 5.4. In accordance with Clause 6.3, the risk in the Hire Goods shall remain with the Customer and the Customer shall remain responsible and liable for any loss, damage or theft to the Hire Goods until the Hire Goods are collected by Greenplant. For the avoidance of doubt, if Greenplant has not agreed to collect the Hire Goods, the Customer shall return the Hire Goods to Greenplant's depot in accordance with Clause 5.3 during Greenplant's normal working hours.
- 8.5. Where the Customer is a Consumer, and the supply of Hire Goods is delayed by an event outside of Greenplant's control then Greenplant will contact the Consumer as soon as possible and Greenplant will take steps to minimise the effect of the delay. Provided Greenplant does this, Greenplant will not be liable for delays caused by the event, but if there is a risk of substantial delay, the Consumer may contact Greenplant to end the Contract and receive a refund for any Hire Goods which have been paid for but not received.
- 8.6. If the Customer is a business, any dates quoted for delivery or collection of the Hire Goods by Greenplant are approximate only, and the time of delivery or collection will not be treated as time of the essence.
- 8.7. Greenplant shall not be liable for any delay in delivery of the Hire Goods that is caused by a Force Majeure event or the Customer's failure to provide Greenplant with adequate delivery or collection instructions or any other instructions that are relevant to the supply or collection of the Hire Goods.
- 8.8. The Customer will allow and/or procure sufficient access to and from the relevant site and procure sufficient unloading space, facilities, equipment and access to utilities for Greenplant's employees, sub-contractors and/or agents to allow them to deliver or collect the Hire Goods.
- 8.9. If any of the delivery or collection of the Hire Goods are delayed, postponed and/or are cancelled due to the Customer failing to comply with its obligations the Customer will be liable to pay Greenplant's additional standard charges from time to time for such delay, postponement and/or cancellation.
- 8.10. The Hire Goods supplied shall be deemed to be in good working order, notwithstanding any inherent faults not identifiable through reasonable examination at the time of delivery. Any issues with the Hire Goods supplied must be notified to Greenplant within 24 hours.
- 8.11. The Customer shall comply with all applicable legislation relating to the use of red diesel and shall not use red diesel in the Hire Goods unless a HMRC approved exemption applies (as set out in latest Excise Notice 75).
- 8.12. On receipt of the Hire Goods from the Customer at the end of the Hire Period, Greenplant shall carry out an inspection of the Hire Goods, to ensure that the Hire Goods do not contain any red diesel.
- 8.12.1. If Greenplant determines, in its discretion, that the Hire Goods do contain red diesel including trace elements or that any further use of the Hire Goods will be in breach of applicable legislation relating to the use of red diesel Greenplant reserves the right to charge the Customer: for the cost of draining and flushing the fuel system, as may be required to remove all traces of red diesel to ensure the Hire Goods are in a condition for use by other customers using only fully duty paid diesel/biofuels; and a refill charge of white diesel to fill the Hire Goods to full tank capacity.

8.13. The Customer hereby indemnifies Greenplant in full and on demand against any and all liabilities, costs, expenses, damages and losses ('Liabilities') suffered or incurred by Greenplant arising out of or in connection with any failure by the Customer to comply with Clause 8.11 and all relevant legislation, as updated from time to time, in relation to the use of red diesel in the Hire Goods, including but not limited to, liabilities related to the following:

8.13.1. any Hire Goods being impounded by HMRC;

8.13.2. any outstanding duty payments on the Hire Goods;

8.13.3. any other legal costs, transportation and other expenditure appertaining to the return of the Hire Goods where the Hire Goods have not been drained or flushed of red diesel to a traceability level accepted by HMRC.

8.14. The Customer will notify Greenplant immediately if the Hire Goods are seized or confiscated by any third party.

8.15. Fuel (diesel and petrol) is charged at Greenplant's prevailing rate at the time of supply. Where Hire Goods are supplied fuelled, they are supplied with a full tank and must be returned to Greenplant with a full tank, failing which Greenplant may charge the Customer for refuelling at its prevailing rate.

8.16. If Greenplant attends to deliver Hire Goods and the delivery is refused by the Customer, or cannot be completed because the Customer fails to accept the Hire Goods or to provide access in accordance with Clause 8.8 (including where the Customer no longer requires the Hire Goods but has not notified Greenplant before the transport was dispatched), the Customer shall pay to Greenplant: (i) a charge equal to one day's Rental for the Hire Goods at the 'Day' charging rate referred to in Clause 18.15; and (ii) Greenplant's transport, delivery and collection charges for the aborted delivery and the return of the Hire Goods to Greenplant's depot, including any applicable surcharges under Clause 18.18. This Clause 8.16 is without prejudice to Clause 8.9, but Greenplant shall not recover the same cost more than once.

8.17. Clause 8.16 does not affect a Consumer's statutory right to cancel under Clause 19. Where a Consumer validly cancels the Contract in accordance with Clause 19 before the Hire Period begins, no charge shall be payable under Clause 8.16 (and Clause 19, including Clause 19.10 where applicable, shall apply instead).

9. CARE OF THE HIRE GOODS

9.1. The Customer must:

9.1.1. not remove any labels from and/or interfere with or alter the Hire Goods, their working mechanisms, components or any other parts of them and shall take reasonable care of the Hire Goods and only use them for their proper purpose in a safe and correct manner in accordance with any operating and/or safety instructions provided or supplied to the Customer by Greenplant;

9.1.2. notify Greenplant immediately after any breakdown, loss and/or damage to the Hire Goods or of any other material matters relating to the Hire Goods;

9.1.3. take adequate and proper measures to protect the Hire Goods from theft, damage and/or other risks;

9.1.4. permit Greenplant at all reasonable times and upon reasonable notice to inspect the Hire Goods including procuring access to any property where the Hire Goods are situated;

9.1.5. keep the Hire Goods at all times in its possession and control and not remove the Hire Goods from the country where Greenplant is located without the prior written consent of Greenplant;

9.1.6. on Greenplant giving reasonable notice to the Customer, promptly permit or procure the right for Greenplant or its duly authorised representatives to enter the premises at which the Hire Goods may be located for the purpose of collecting the Hire Goods;

9.1.7. not without the prior written consent of Greenplant, attach the Hire Goods to any land or building so as to cause the Hire Goods to become a permanent or immovable fixture on such land or building. If the Hire Goods do become affixed to any land or building then the Hire Goods must be capable of being removed without material injury to such land or building and the Customer shall repair and make good any damage caused by the affixation or removal of the Hire Goods from any land or building and indemnify Greenplant against all losses, costs or expenses incurred as a result of such affixation or removal;

9.1.8. not do or permit to be done any act or thing which will or may jeopardise the right, title or interest of Greenplant in the Hire Goods and, where the Hire Goods have become affixed to any land or building;

9.1.9. take all necessary steps to ensure that Greenplant may enter such land or building and recover the Hire Goods both during the term of the Contract and for a reasonable period thereafter, including by procuring from any person having an interest in such land or building, a waiver in writing and in favour of Greenplant of any rights such person may have or acquire in the Hire Goods and a right for Greenplant to enter onto such land or building to remove the Hire Goods;

9.1.10. the Customer will not suffer or permit the Hire Goods to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Hire Goods are so confiscated, seized or taken, the Customer shall notify Greenplant and the Customer shall at its sole expense use its best endeavours to procure an immediate release of the Hire Goods and shall indemnify Greenplant on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;

9.1.11. ensure that at all times the Hire Goods remains identifiable as being Greenplant's property and wherever possible shall ensure that a visible sign to that effect is attached to the Hire Goods; and

9.1.12. not do or permit to be done anything which could invalidate the insurances referred to in the Contract.

9.2. The Hire Goods must be returned by the Customer to Greenplant in good working order and condition (fair wear and tear excepted) and in a clean condition together with all insurance policies, licences, registration and other documents relating to the Hire Goods.

9.3. The Customer shall be responsible for all expenses, loss (including loss of Rental) and/or damage suffered by Greenplant arising from any breakdown of the Hire Goods due to the Customer's negligence, misdirection and/or misuse of the Hire Goods including any use of the Hire Goods otherwise than in accordance with Greenplant's instructions.

10. SERVICING OF THE HIRE GOODS

10.1. The Customer shall be responsible for the conduct and cost of any testing, examinations and/or checks in relation to the Hire Goods required by any legislation, best practice and/or operating instructions.

10.2. The Customer will not do or omit to do anything which Greenplant has notified the Customer will or may invalidate any policy of insurance related to the Hire Goods, and the Customer shall:

10.2.1. not continue to use Hire Goods where they have been damaged and notify Greenplant immediately and;

10.2.2. where the Hire Goods require fuel, oil and/or electricity to ensure that the proper type and/or voltage is used and that, where appropriate, the Hire Goods are properly installed by a qualified and competent person.

10.3. The Customer shall take such steps (including compliance with all safety and usage instructions provided by Greenplant) as may be necessary to ensure, so far as is reasonably practicable, that the Hire Goods are at all times safe and without risk to health when they are being set, used, cleaned or maintained by a person, and shall:

10.3.1. subject to Clause 10.4, maintain at its own expense the Hire Goods in good and substantial repair in order to keep it in as good an operating condition as it was on the Hire Start Date (fair wear and tear only excepted) including replacement of worn, damaged and lost parts, and shall make good any damage to the Hire Goods.

10.4. Subject to Clause 10.1, Greenplant will at its own cost carry out all routine maintenance and repairs to the Hire Goods during the Hire Period and all repairs which are required due to fair wear and tear and/or an inherent fault in the Hire Goods. The Customer will be responsible for the cost of all repairs necessary to Hire Goods during the Hire Period which arise otherwise than as a result of fair wear and tear, an inherent fault and/or the negligence of Greenplant while carrying out routine maintenance and/or repairs.

10.5. The Customer must not repair or attempt to repair the Hire Goods or appoint any third party to repair the Hire Goods unless authorised to do so in writing by Greenplant.

10.6. For the avoidance of doubt, day-to-day maintenance of the Hire Goods whilst on hire, including checking and topping up oil and other fluids and lubricants, greasing and keeping the Hire Goods clean, is the responsibility of the Customer. Breakdown or breakage due to a defect in the Hire Goods is Greenplant's responsibility; any other loss, breakage or damage, apart from fair wear and tear, is chargeable to the Customer.

10.7. Copies of certificates of thorough examination under the Lifting Operations and Lifting Equipment Regulations 1998 (LOLER) for relevant Hire Goods are available on request, subject to an administrative charge of £2 per certificate.

11. LOSS OR DAMAGE TO THE HIRE GOODS

11.1. Notwithstanding Clause 9.3, if the Hire Goods are returned in damaged, unclean and/or defective state except where due to fair wear and tear and/or an inherent fault in the Hire Goods, the Customer shall be liable to pay Greenplant: (a) the Repair Cost; (b) the Damage Administration Charge; and (c) the Rental, in accordance with the provisions of Clause 8.4, until such repair and/or cleaning has been completed.

11.1A. Greenplant may invoice the Customer under Clause 11.1 on the basis of a reasonable estimate of the Repair Cost, and shall adjust that invoice by credit or further invoice once the actual Repair Cost is known. Greenplant shall, on the Customer's written request, provide a summary of the Repair Cost together with a copy of any third party charge or invoice comprised within it.

11.2. In respect of any Hire Goods which are lost, stolen or damaged beyond economic repair during the Hire Period, or which are not returned to Greenplant, the Customer will (in addition to any other accrued charges, and in each case together with the Damage Administration Charge calculated on the sum payable under Clause 11.2.1 or 11.2.2):

11.2.1. for any Hire Goods less than twelve (12) months old from first registration pay to Greenplant the new replacement cost of the Hire Goods; and/or

11.2.2. for any Hire Goods more than twelve (12) months old from first registration, pay for the reasonable cost to replace the Hire Goods, as stipulated by Greenplant.

11.3. The Customer shall remain liable to pay the Rental for the Hire Goods up to and including the date it notifies Greenplant that the Hire Goods have been lost, stolen and/or damaged beyond economic repair.

11.4. In addition to the obligation in Clause 11.3 to pay the Rental, from the date the Customer notifies Greenplant that the Hire Goods have been lost, stolen and/or damaged beyond economic repair until the date the Customer makes a payment to Greenplant for the replacement of the Hire Goods in accordance with Clauses 11.2 and 11.3 ('Lost Rental Period'), the Customer shall also pay, as a genuine pre-estimate of lost rental profit, a sum as liquidated damages being equal to two thirds of the Rental that would have applied for such Hire Goods during the Lost Rental Period.

11.5. Where the Customer has taken the Damage Waiver, this Clause 11 is subject to Clauses 7.7 to 7.13.

11.6. The Customer's obligations under this Clause 11 are not affected by, and are not conditional upon, any claim which the Customer may have under its own insurance or against any third party. The Customer shall pay Greenplant in accordance with this Clause 11 on the due date whether or not it has made, pursued or recovered under any such claim.

11.7. Where the Hire Goods have been hired in by Greenplant from a third party, the Customer shall not contact, correspond or deal with that third party in respect of any loss, theft or damage to the Hire Goods without Greenplant's prior written consent, and shall comply with any reasonable requirement of Greenplant or of that third party as to the notification, inspection or handling of any such claim.

12. TERMINATION OF THE HIRE PERIOD

12.1. This Clause is without prejudice to the termination rights set out elsewhere in these terms and conditions, including Clause 20.

12.2. Without prejudice to the Consumer's right to terminate set out elsewhere in the Contract or by law (where applicable), where a fixed or minimum hire duration is specified in the Commercial Terms Schedule then, subject to the provisions of Clause 20,

neither the Customer nor Greenplant shall be entitled to terminate the Contract before the expiry of that fixed or minimum period unless agreed with the other party.

12.3. If no fixed or minimum hire duration is specified, the Hire Period shall continue until the Hire Goods are off-hired in accordance with Clause 5. The Customer may end the hire at any time by off-hiring the Hire Goods in accordance with Clause 5.3 or Clause 5.4 (as applicable), and Greenplant may terminate the hire at any time by giving notice to the Customer in accordance with Clause 12.4, in which case the Customer shall return the Hire Goods or make them available for collection in accordance with Clause 5 on or before the expiry of that notice.

12.4. If no period of notice has been agreed or specified, Greenplant shall be entitled to terminate the hire of the Hire Goods by giving not less than 14 days' notice to the Customer.

12.5. The rights set out in this Clause 12 are in addition to any rights the Customer may have under Clause 19 (and any other legal rights).

12.6. The Contract shall automatically terminate if a Total Loss occurs in relation to the Hire Goods.

13. REHIRE OF GOODS

13.1. The Customer will not re-hire, sub-let, loan or permit any third party to have the use of any Hire Goods, unless it is with the prior written consent of Greenplant.

14. SITE LOCATION

14.1. The Customer will provide Greenplant with full address and contact details for communications.

14.2. The Customer will provide Greenplant with the location of the Hire Goods.

14.3. The Customer will not move the Hire Goods to another location without the consent of Greenplant.

15. ACCIDENTS

15.1. In the event of the Hire Goods being involved in an accident resulting in damage to the Hire Goods, an accident-causing property damage, actual bodily harm or fatalities that involve the Hire Goods, the Customer will immediately notify Greenplant by telephone or email within 24 hours of the said incident. In any situations where the insurance is not fully covered by the Customer's own Policy, no admission of liability or payment should be agreed, without first consulting Greenplant.

PART 2: TERMS APPLICABLE TO THE SALE OF GOODS ONLY

16. TITLE AND RISK

16.1. Ownership of any Sale Goods (except to the extent that those Sale Goods are digital content) remains with Greenplant until the earlier of:

16.1.1. all monies payable to Greenplant by the Customer for the Sale Goods have been paid in full; or

16.1.2. if the Customer is a business and the Customer resells the Sale Goods, in which case title to those Sale Goods shall pass to the Customer at the time specified in Clause 16.1.1.

16.2. Subject to Clause 16.1.1, if the Customer is a business the Customer may resell or use the Sale Goods in the ordinary course of its business (but not otherwise) before Greenplant receives payment for the Sale Goods. However, if the Customer resells the Sale Goods before that time:

16.2.1. it does so as principal and not as Greenplant's agent; and

16.2.2. title to those Sale Goods shall pass from Greenplant to the Customer immediately before the time at which resale by the Customer occurs.

16.3. If the Customer is a business, at any time before title to the Sale Goods passes to the Customer, Greenplant may:

16.3.1. by notice in writing, terminate the Customer's right under Clause 16.1.2 to resell the Sale Goods or use them in the ordinary course of its business; and

16.3.2. require the Customer to deliver up all the Sale Goods in its possession that have not been resold, or irrevocably incorporated into another product and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the relevant Sale Goods are stored in order to recover them.

16.4. Until ownership of the Sale Goods passes to the Customer, the Customer shall:

16.4.1. hold the Sale Goods on a fiduciary basis as Greenplant's bailee;

16.4.2. maintain the Sale Goods in satisfactory condition; and

16.4.3. keep the Sale Goods insured against all risks for their full price from the time they leave the physical possession or control of Greenplant.

16.5. Risk in the Sale Goods will pass immediately to the Customer when the Sale Goods leave the physical possession or control of Greenplant.

17. DELIVERY AND COLLECTION

17.1. Unless otherwise agreed between Greenplant and the Customer in writing, it is the responsibility of the Customer to collect the Sale Goods from Greenplant. If Greenplant agrees to deliver it will do so at its standard delivery cost, set out in the Commercial Terms Schedule.

17.2. Greenplant shall make the Sale Goods available for collection on the date agreed and at the place specified in the Commercial Terms Schedule, as may be amended from time to time by notice in writing from Greenplant.

17.3. Where the Customer is a Consumer, and the supply of Sale Goods is delayed by an event outside of Greenplant's control then Greenplant will contact the Consumer as soon as possible and Greenplant will take steps to minimise the effect of the delay. Provided Greenplant does this, Greenplant will not be liable for delays caused by the event, but if there is a risk of substantial delay, the Consumer may contact Greenplant to end the Contract and receive a refund for any Sale Goods which have been paid for but not received.

17.4. If the Customer is a business, any dates quoted for delivery or collection of the Sale Goods by Greenplant are approximate only, and the delivery or collection time is not of the essence.

17.5. Greenplant shall not be liable for any delay in delivery of the Sale Goods that is caused by a Force Majeure event or the Customer's failure to provide Greenplant with adequate delivery or collection instructions or any other instructions that are relevant to the supply or collection of the Sale Goods.

17.6. The Customer will allow and/or procure sufficient access to and from the relevant site and procure sufficient unloading space, facilities, equipment and access to utilities for Greenplant's employees, sub-contractors and/or agents to allow them to deliver or collect the Sale Goods.

17.7. If any of the delivery or collection of the Sale Goods are delayed, postponed and/or are cancelled due to the Customer failing to comply with its obligations the Customer will be liable to pay Greenplant's additional standard charges from time to time for such delay, postponement and/or cancellation.

PART 3: TERMS APPLICABLE TO BOTH THE SALE OF GOODS AND THE HIRE OF GOODS

18. PAYMENT

18.1. The amount of any Deposit and/or Rental for Hire Goods and/or monies for Sale Goods shall be as quoted to the Customer or otherwise as shown in Greenplant's current price list from time to time. Where a Deposit is required for the Hire Goods it shall be specified in writing by Greenplant and must be paid in advance of the Customer hiring the Hire Goods. Greenplant may, at its option, also require a payment on account of the Rental in advance of the Customer hiring the Hire Goods ('Advance Payment').

18.2. In the event that Greenplant notifies the Customer that it requires an Advance Payment, the Customer shall pay the Advance Payment in accordance with the payment terms set out in the Contract.

18.3. The Customer shall pay the Deposit and/or Rental for Hire Goods and/or monies for Sale Goods and/or any Advance Payment and/or any other sums payable under the Contract to Greenplant at the time and in the manner agreed in the Commercial Terms Schedule. Greenplant's prices are, unless otherwise stated, exclusive of any applicable VAT for which the Customer shall additionally be liable.

18.4. Greenplant may, at its absolute discretion, require the Customer to pay an additional Deposit for the Hire Goods at any time during the Hire Period in the event that the amount of the Rental for the Hire Period may exceed the amount of any Deposit already received from the Customer.

18.5. Greenplant shall refund the Deposit to the Customer if, following inspection of the Hire Goods by Greenplant at the end of the Hire Period, Greenplant is satisfied that the Customer has complied with the terms of this Contract in respect of those Hire Goods.

18.6. Payment by the Customer on time is a strict condition of the Contract. Payment shall not be deemed to be made until Greenplant has received either cash or cleared funds in respect of the full amount outstanding.

18.7. If the Customer is a business and the Customer fails to make any payment in full on the due date, or the means of obtaining the next payment proves invalid due to wrong details or a lack of funds, Greenplant may charge the Customer interest (both before and after judgment/decreed) on the amount unpaid at the rate implied by law under the Late Payment of Commercial Debts (Interest) Act 1998 (where applicable) or at the rate of 4% above the base rate from time to time of Greenplant's bank whichever is higher.

18.8. If the Customer is a business the Customer shall pay all sums due to Greenplant under the Contract without any set-off, deduction, counterclaim and/or any other withholding of monies.

18.9. Greenplant reserves the right to store the Customer's credit card or debit card details on its password protected customer account system and further reserves the right to use such details against future Rentals made by the Customer. Card details may also be retained and used to recover sums due under a Contract in accordance with Clauses 18.11 to 18.14.

18.10. Where any person makes payment or provides payment details to Greenplant on behalf of the Customer, the Customer remains fully responsible for all sums due under the Contract.

18.11. Where the Customer provides a credit or debit card to Greenplant in connection with the hire of the Hire Goods, the Customer authorises Greenplant to retain the details of that card securely (whether directly or through Greenplant's payment services provider) and to charge that card, on one or more occasions, for any Rental, Deposit and/or other sums which are due and payable to Greenplant under the Contract and which remain unpaid as and when they fall due. Such sums include, without limitation, any amount payable in respect of loss of or damage to the Hire Goods under Clause 11, any charge arising under Clause 8.12, and any further charges, costs, expenses and interest for which the Customer is liable under the Contract, in each case calculated in accordance with Greenplant's rates and these Conditions.

18.12. Greenplant shall use the card details retained under Clause 18.11 only for the purpose of recovering sums due under the Contract and for no other purpose. Greenplant will notify the Customer in writing (which may be by email) before charging the card under Clause 18.11 and will provide the Customer with a receipt for any sum so charged.

18.13. Greenplant will retain the card details referred to in Clause 18.11 only for so long as is necessary to secure payment of the sums due under the Contract, and will procure that those details are removed once the Contract has ended and all sums due to Greenplant have been paid. Card details are held in accordance with applicable payment-industry security standards, and Greenplant's processing of the Customer's personal data is carried out in accordance with its privacy notice.

18.14. The Customer may withdraw the authorisation in Clause 18.11 at any time by notifying Greenplant in writing. Withdrawal of the authorisation shall not release the Customer from its obligation to pay any sums due under the Contract, and the exercise or

non-exercise by Greenplant of its rights under Clause 18.11 shall be without prejudice to any other right or remedy available to Greenplant in respect of unpaid sums.

18.15. Unless otherwise stated in the Commercial Terms Schedule, the Rental is calculated by reference to the following charging periods: 'Day' means up to 24 consecutive hours; 'Week' means from four to seven consecutive days; and 'Weekend' means any time after 4.00pm on Friday to 12.00 noon on the following Monday.

18.16. Greenplant may require a Deposit in respect of each hire. Customers who do not hold an approved trade account with Greenplant may be required to produce two forms of identification (such as a driving licence or utility bill), including confirmation of their current address, before Greenplant releases any Goods.

18.17. Trade and credit accounts are subject to status and to Greenplant's approval, and may be applied for using Greenplant's credit application form, available for download at www.greenplant.ltd.uk.

18.18. Greenplant's transport, delivery and collection charges may include surcharges reflecting external costs beyond Greenplant's control, including a fuel or conflict surcharge in respect of increased or volatile fuel and energy costs arising from geopolitical events, armed conflict or sanctions. Any such surcharge may be a fixed fee per delivery or collection, set by reference to the size or type of delivery vehicle used, at a level which represents a reasonable estimate of the prevailing uplift in fuel and energy costs across Greenplant's transport operations as a whole. Any surcharge applicable at the time of the Order will be stated in or with the quotation or Commercial Terms Schedule, or in Greenplant's published rates, at the time of the Order.

18.19. If, after the Contract comes into existence, any event or circumstance beyond Greenplant's reasonable control (including war, armed conflict, sanctions, embargoes, epidemic or pandemic, changes in law, taxation or duties, material increases in fuel, energy or insurance costs, or supply chain disruption) significantly increases Greenplant's cost of performing the Contract, Greenplant may, on not less than 14 days' written notice to the Customer, increase the Rental and/or its transport, delivery and collection charges by an amount (which may take the form of a fixed or banded charge, including by reference to the size or type of delivery vehicle used) which is a reasonable, good faith estimate of, and broadly proportionate to, the increase in cost to Greenplant attributable to that event or circumstance, assessed across Greenplant's operations as a whole rather than contract by contract. Any such increase shall apply only from the date specified in the notice and shall not apply retrospectively.

18.20. Where Greenplant gives notice of an increase under Clause 18.19: (i) the Customer may, at any time before the increase takes effect, off-hire the Hire Goods in accordance with Clause 5 and/or cancel any Order not yet fulfilled, in each case without any charge, fee or penalty arising from the termination or cancellation itself (but without prejudice to the Customer's liability for Rental and other charges accrued up to the Off-Hire Date at the rates applying before the increase); and (ii) the increase shall not apply to any hire which ends, or any Order which is cancelled, before the date on which the increase takes effect.

19. STATUTORY CANCELLATION RIGHT (ONLY) FOR CONSUMERS

19.1. The provisions of this Clause 19 only apply to Customers who are a Consumer for the purpose of any hire or purchase of Goods from Greenplant.

19.2. Subject to the remainder of this Clause 19, if the Consumer is based in the UK or EU and entered into the Contract using methods of distance communications only (i.e. online, phone or email) the Consumer will have the right to change its mind within 14 days after the Goods come into its physical possession, and receive a refund.

19.3. If the Consumer wishes to change its mind in accordance with Clause 19.2 the Consumer can contact Greenplant using the contact details set out at the end of these terms. When writing to Greenplant, the Consumer can also send a cancellation form as set out in Schedule 1 below.

19.4. Where a Consumer exercises its right to cancel under Clause 19 and has made payments in advance for Goods that have not been provided to it, then Greenplant will refund these amounts to the Consumer:

19.4.1. within 14 days of receipt of the Goods which have been returned by the Consumer; or

19.4.2. (if earlier) within 14 days after the day the Consumer provides evidence that they have returned the Goods; or

19.4.3. if no Goods have been provided by Greenplant, within 14 days after the day on which Greenplant is informed of the Consumer's decision to cancel the Contract.

19.5. If the Consumer exercises the right to cancel under Clause 19:

19.5.1. Greenplant may reduce the refund of the Goods (excluding delivery costs) to reflect any reduction in the value of the Goods, if this has been caused by the Consumer's handling of the Goods which would not be permitted in a shop. If Greenplant refunds the Consumer the price paid before Greenplant is able to inspect the Goods and later discovers that the Consumer has handled the Goods in an unacceptable way, the Consumer will be obligated to pay an appropriate amount specified by Greenplant.

19.5.2. If applicable, the maximum refund for delivery costs which will be paid by Greenplant will be the costs of delivery by the least expensive delivery method offered by Greenplant.

19.6. Where the Contract is with a Consumer and:

19.6.1. is for the supply of accommodation, transport of goods, vehicle rental services, catering or services related to leisure activities; and provides for a specific date or period of performance, the Consumer will not have a right to cancel the Contract without incurring any charge or Liability to Greenplant.

19.7. Where the Contract is with a Consumer and is for the supply of digital content, the Consumer will not have a right to cancel the Contract after the Consumer has started to download or stream the digital content.

19.8. Where a Consumer cancels the Contract under Clause 19, it shall return any Goods which Greenplant has provided to it at its own cost, unless otherwise expressly agreed in writing.

19.9. If the Consumer has another legal or contractual right to terminate the Contract, usually if Greenplant has done something wrong, then Greenplant will refund the Consumer the cost of the Goods (where applicable).

19.10. Where the Consumer requests that the hire of Hire Goods begins during the cancellation period set out in Clause 19.2 and subsequently cancels the Contract under this Clause 19, the Consumer shall pay Greenplant for the hire supplied up to the time at

which the Consumer informs Greenplant of the cancellation, being an amount which is in proportion to the Rental and other charges agreed under the Contract, and Greenplant may deduct that amount from any refund due.

20. TERMINATION

20.1. Without affecting any other right or remedy available to it, Greenplant may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer:

- 20.1.1. fails to make any payment to Greenplant when due without just cause;
- 20.1.2. breaches the terms of the Contract and, where the breach is capable of remedy, has not remedied the breach within 14 days of receiving notice requiring the breach to be remedied;
- 20.1.3. persistently breaches the terms of the Contract;
- 20.1.4. provides incomplete, materially inaccurate or misleading facts and/or information in connection with the Contract;
- 20.1.5. pledges, charges or creates any form of security over any Hire Goods or proposes to compound with its creditors, creates a trust deed for its creditors, applies for an interim moratorium in respect of claims and/or proceedings, any distress/diligence, execution or other legal process is levied on any property of the Customer, has a bankruptcy petition/petition for sequestration presented against it or the Customer takes or suffers any similar action in any jurisdiction;
- 20.1.6. being a company, ceases or threatens to cease to carry on business, enters into voluntary or compulsory liquidation, has a receiver, administrator or administrative receiver or in the Republic of Ireland an examiner appointed over all or any of its assets, any attachment order/arrestment is made against the Customer, any distress/diligence, execution or other legal process is levied on any property of the Customer or the Customer takes or suffers any similar action in any jurisdiction;
- 20.1.7. appears to Greenplant (acting reasonably) due to the Customer's credit rating, to be financially incapable of meeting its obligations under the Contract; and/or
- 20.1.8. appears to Greenplant (acting reasonably) to be about to suffer any of the above events.

20.2. Greenplant can stop providing an ongoing subscription for digital content at any time provided that Greenplant notifies the Customer in writing at least one month in advance and it refunds any sums that the Customer paid in advance for digital content that won't be provided.

20.3. Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

21. CONSEQUENCES OF TERMINATION

21.1. On expiry or termination of the Contract, however caused, Greenplant's consent to the Customer's possession of the Hire Goods shall terminate immediately.

21.2. Upon termination of the Contract the Customer shall immediately return the Goods to Greenplant or, as requested by Greenplant, make the Goods available for collection by Greenplant or its authorised representatives. Greenplant may enter, without prior notice, the site where the Goods are held and repossess them. The Customer hereby grants or shall procure the right for Greenplant or its authorised representative to enter the site where the Goods are held in order to collect them.

21.3. On termination or expiry of the Contract, for any reason:

- 21.3.1. all monies owed by the Customer to Greenplant shall immediately become due and payable by the Customer;
- 21.3.2. The Customer shall pay all costs and expenses incurred by the Customer in recovering the Hire Goods or in collecting any sums due under the Contract (including any storage, insurance, repair, transport, legal and remarketing costs).

21.4. In the event that the Customer is a business and the Contract is terminated by Greenplant in accordance with Clause 20.1, without prejudice to any other rights or remedies of Greenplant, the Customer shall pay to Greenplant on demand a sum equal to the whole of the Rental that would (but for the termination) have been payable if the Contract had continued from the date of such demand to the end of any fixed or minimum hire duration specified in the Commercial Terms Schedule.

21.5. Any repossession of the Goods shall not affect Greenplant's right to recover from the Customer any monies due under the Contract and/or any damages in respect of any breach of the Contract.

21.6. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

22. WARRANTIES

22.1. This Clause 22 shall only apply if the Customer is a business.

22.2. Except as set out in this Clause 22 all warranties, representations, terms, conditions and duties implied by law relating to fitness, quality and/or adequacy (including the terms implied by sections 13 to 15 of the Sale of Goods Act 1979) are excluded to the fullest extent permitted by law.

22.3. Greenplant warrants that, on delivery, the Goods shall:

- 22.3.1. Conform in all material respects with the Specification;
- 22.3.2. Be free from material defects in design, material and workmanship; and
- 22.3.3. Be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

22.4. Subject to Clause 22.6, if:

- 22.4.1. the Customer gives notice in writing to Greenplant within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in Clause 22.3;

22.4.2. Greenplant is given a reasonable opportunity of examining such Goods; and

22.4.3. the Customer (if asked to do so by Greenplant) returns such Goods to Greenplant's place of business at the Customer's cost,

22.5. Greenplant shall, at its option, repair or replace the defective Goods, and/or refund the price of the defective Goods or in respect of Hire Goods, refund the Rental (as applicable) in full or for the period that the Hire Goods were not available to the Customer, as applicable.

22.6. Greenplant shall have no Liability for the Goods' failure to comply with the warranty set out in Clause 22.3 if:

22.6.1. the Customer makes any further use of such Goods after giving notice in accordance with Clause 22.4;

22.6.2. the defect arises because the Customer failed to follow Greenplant's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;

22.6.3. the defect arises as a result of Greenplant following any drawing, design or specification supplied by the Customer;

22.6.4. the Customer alters or repairs such Goods without the written consent of Greenplant;

22.6.5. the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or

22.6.6. the Goods differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

22.7. Except as provided in this Clause 22, Greenplant shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in Clause 22.3.

22.8. These terms and conditions shall apply to any repaired or replacement Goods supplied by Greenplant.

23. LIMITATIONS OF LIABILITY

23.1. If the Customer is a business, and Greenplant is found to be liable in respect of any loss or damage to the Customer's property the extent of Greenplant's Liability will be limited to the retail cost of replacement of the damaged property.

23.2. If the Customer is a business, Greenplant shall have no Liability to the Customer if, without just cause, any monies due in respect of the Goods have not been paid in full by the due date for payment.

23.3. If the Customer is a business, Greenplant shall have no Liability for additional damage, loss, liability, claims, costs or expenses caused or contributed to by the Customer's continued use of defective Goods after a defect has become apparent or suspected or should reasonably have become apparent to the Customer.

23.4. If the Customer is a business, the Customer shall give Greenplant a reasonable opportunity to remedy any matter for which Greenplant is liable before the Customer incurs any costs and/or expenses in remedying the matter itself. If the Customer does not do so Greenplant shall have no Liability to the Customer.

23.5. If the Customer is a business Greenplant shall have no Liability to the Customer for any of the following losses (whether direct or indirect):

23.5.1. consequential losses;

23.5.2. economic and/or other similar losses;

23.5.3. business interruption, loss of business, contracts and/or opportunity including loss of profits and/or damage to goodwill; and/or

23.5.4. special damages and indirect losses however so arising.

23.6. If the Customer is a business, subject to Clause 23.2 to 23.5, Greenplant's total Liability to the Customer under and/or arising in relation to any Contract, whether in contract, tort (including negligence) and any statutory and/or common law duty shall not exceed 5 times the total Rental paid or payable, or the total monies payable for Sale Goods (as applicable), under that Contract, or the sum of £1,000, whichever is the higher.

23.7. If the Customer is a Consumer and Greenplant fails to comply with these terms, Greenplant is responsible for loss or damage suffered by the Consumer that is a foreseeable result of Greenplant breaching the Contract or failing to use reasonable care and skill, but Greenplant is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both Greenplant and the Consumer knew it might happen.

23.8. If the Customer is a Consumer, Greenplant only supplies the Goods for domestic and private use. If the Consumer uses the Goods for any commercial, business or re-sale purpose Greenplant will have no liability to the Consumer for any loss of profit, loss of business, business interruption, or loss of business opportunity.

23.9. Nothing in the Contract shall exclude or limit the Liability of either party for fraud, death or personal injury due to that party's negligence, nor exclude or limit any other type of Liability which it is not permitted to exclude or limit as a matter of law.

24. PERSONNEL AND OPERATING INSTRUCTIONS FOR GOODS

24.1. The Customer shall be liable for the acts and/or omissions of its employees, agents, servants and/or subcontractors including a plant operator and/or driver (hereafter called Operator), as though they were its own acts and/or omissions under the Contract.

24.2. Where Greenplant has provided an Operator, that individual shall work under the management and direction of the Customer and will be treated as an agent of the Customer. The Customer shall be responsible for the management and supervision of the Operator including their health and safety and will be exclusively responsible for any site costs and/or claims including damage (without prejudice to Clause 23.9) that are incurred as a result of using an Operator.

24.3. When operating any Hire Goods, the Customer shall ensure that any employees, agents or contractors that use the Hire Goods are, if applicable, adequately and sufficiently qualified and trained to operate the Hire Goods in accordance with all current and applicable legislation and Greenplant's own instructions.

24.4. Where operating instructions are provided by Greenplant and/or the manufacturer of the Goods, it is the Customer's responsible to ensure that its employees, agents and/or contractors are provided with all necessary information and where required management support to understand them.

24.5. Greenplant reserves the right to provide operating instructions in a variety of different formats including hardcopy, digital and/or as a QR code.

24.6. The Customer is solely responsible for providing its employees, agents and/or contractors with a suitable device for accessing any digital and QR codes.

24.7. When conditions don't allow internet access, it is the Customer's exclusive responsibility to make alternative arrangements such as downloading and providing the Operator with hardcopy instructions.

25. GENERAL

25.1. Each hire of an item of Hire Goods or purchase of an item of Sale Goods shall form a distinct Contract which shall be separate to any other Contract relating to other Hire Goods or the purchase of other Sale Goods.

25.2. For crime prevention and to demonstrate proof of delivery, Greenplant reserves the right to take images of the person receiving the delivery of any Hire Goods and/or Sales Goods. Greenplant also reserves the right to take images and voice recordings of the person placing the order.

25.3. When dealing as a Consumer, if the Customer has any questions or complaints, it may contact Greenplant by telephoning its customer service team on 01865 876000 or by e-mailing it at mail@greenplant.ltd.uk

25.4. If the Customer is a business the Customer agrees to indemnify and keep indemnified Greenplant against any and all losses, lost profits, damages, claims, costs (including legal costs on a full indemnity basis), actions and any other losses and/or liabilities suffered by Greenplant and arising from or due to any breach of contract, any tortious act and/or omission and/or any breach of statutory duty by the Customer.

25.5. If the Customer is a business no waiver by Greenplant of any breach of the Contract shall be considered as a waiver of any subsequent breach of the same provision or any other provision. If any provision is held by any competent authority to be unenforceable in whole or in part the validity of the other provisions of the Contract and the remainder of the affected provision shall be unaffected and shall remain in full force and effect.

25.6. If the Customer is a business Greenplant shall have no Liability to the Customer for any delay and/or non-performance of a Contract to the extent that such delay is due to any Force Majeure events. If Greenplant is affected by any such event, then time for performance shall be extended for a period equal to the period that such event or events delayed such performance.

25.7. All third-party rights are excluded and no third parties shall have any rights to enforce the Contract by virtue of the Contracts (Rights of Third Parties) Act 1999. This shall not apply to any finance company with whom Greenplant has an outstanding finance agreement relating to the Hire Goods. Such finance company shall, subject to Greenplant's consent, have the right to enforce the Contract as if they were Greenplant.

25.8. The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

25.9. No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

26. LEGAL JURISDICTION

26.1. Whether the Customer is a Consumer or Business, these terms are governed exclusively by English law.

26.2. If the Customer is a business, the Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

26.3. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this contract or its subject matter or formation, unless all parties to the Contract agree to arbitration.

26.4. If the Customer is a Consumer, wherever the Consumer lives the Consumer can bring a claim against Greenplant in the English courts. If the Consumer lives in Wales, Scotland or Northern Ireland, the Consumer can also bring claims against Greenplant in the courts of the country the Consumer lives in. Greenplant can also claim against the Consumer in the court of the country the Consumer lives in. Nothing in these terms affects the Consumer's rights to rely on such mandatory provisions of local law.

26.5. Advice about Customers' legal rights where they deal as a Consumer is available from their local Citizens' Advice Bureau or Trading Standards office, or if based in the Republic of Ireland your local office of the Director of Consumer Affairs or Citizens Information Centre. Nothing in these terms and conditions will affect these legal rights.

26.6. If a Consumer is not happy with how Greenplant has handled any complaint, Consumers can submit a complaint to the Citizens Advice Bureau via their website at <https://www.citizensadvice.org.uk/>. The Citizens Advice Bureau will not charge the Consumer for making a complaint and if the Consumer is not satisfied with the outcome the Consumer can still bring legal proceedings.

27. ARBITRATION

- 27.1. Arbitration is available to both Consumer and Business Customers, this is called alternative dispute resolution, a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court.
- 27.2. All parties to the Contract must agree to Arbitration;
- 27.3. If Arbitration is agreed, the following Clauses shall apply;
- 27.4. Any dispute, difference, or disagreement between the Parties arising out of or in connection with any dispute shall, if agreed by all parties to the Contract, be referred to Arbitration in accordance with this Clause 27.
- 27.5. The Customer and Greenplant shall consult The Chartered Institute of Arbitrators <https://www.ciarb.org/dispute-services/dispute-appointment-service/> and agree an appropriately qualified arbitrator.
- 27.6. The seat of the arbitration shall be in London.
- 27.7. The arbitration shall be governed by English law.
- 27.8. The language of the arbitration shall be English.
- 27.9. The Parties shall jointly agree on, and jointly appoint, the arbitrator not later than 30 days after the service of a request in writing by either Party on the other Party requesting it to do so; but
- 27.10. if the Parties fail to agree upon and appoint an arbitrator within the period Clause 27.9, either Party may apply to the Law Society of England & Wales, requesting that the President for the time being of the Law Society of England & Wales to appoint an arbitrator, and in that event, the Parties shall accept that appointment.

28. SEVERABILITY

- 28.1. In the event that one or more of the provisions of these terms and conditions is or are found to be unlawful, invalid, or otherwise unenforceable, that or those provision(s) shall be deemed severed from the remainder of the Agreement. The remainder of these Clauses shall be valid and enforceable.

PART 4: TERMS APPLICABLE TO THIRD PARTY SUPPLIES

29. NATURE OF A THIRD PARTY SUPPLY

- 29.1. This Part 4 applies where the Commercial Terms Schedule states that the Hire Goods are to be supplied by a Local Supplier at a Site outside the United Kingdom (a "Third Party Supply"), and to no other Contract. It does not apply merely because Hire Goods have been hired in by Greenplant from a third party within the United Kingdom.
- 29.2. The Customer acknowledges that, in a Third Party Supply: (a) the Hire Goods are not owned by Greenplant; (b) they are hired in by Greenplant from the Local Supplier; (c) they are delivered by or on behalf of the Local Supplier directly to the Site; and (d) Greenplant does not deliver, inspect, maintain, operate or collect the Hire Goods, and does not take physical possession of them at any time.
- 29.3. Greenplant contracts with the Customer as principal, and not as agent of the Local Supplier or of the Customer. However, and notwithstanding any other provision of these Conditions, every obligation of Greenplant relating to the physical condition, specification, delivery, availability, maintenance, repair, inspection or collection of the Hire Goods is an obligation to use reasonable endeavours to procure the corresponding performance by the Local Supplier under the Supply Contract, and is discharged when Greenplant has done so.
- 29.4. Clause 6.1 shall be read as providing that ownership of the Hire Goods remains at all times with the Local Supplier or its own funder, and that the Customer has no right, title or interest in the Hire Goods except the right to possession and use conferred by the Contract. Greenplant's obligation under Clause 4.2 is an obligation to use reasonable endeavours to procure that the Local Supplier does not interfere with the Customer's quiet possession otherwise than in exercise of its rights.
- 29.5. The Customer shall not, without Greenplant's prior written consent: (a) contract directly with the Local Supplier in respect of the Hire Goods; (b) agree, vary, extend, suspend or terminate any term of the Supply Contract; or (c) accept delivery of the Hire Goods on terms other than those of the Contract. The Customer shall indemnify Greenplant in full and on demand against all Liability arising out of or in connection with any breach of this Clause 29.5.
- 29.6. Greenplant may from time to time arrange for its employees, agents or contractors to attend the Site in order to coordinate and liaise with the Local Supplier and to assist the Customer with administrative and logistical matters. Where it does so:
- 29.6.1. that attendance is for the purposes of coordination and liaison only, and does not constitute delivery, collection, inspection, maintenance, operation, possession, custody, control or supervision of the Hire Goods by Greenplant, and does not vary Clause 29.2;
- 29.6.2. no statement, opinion or information given by any such person at the Site as to the specification, suitability, condition, safety or method of use of the Hire Goods constitutes advice, a representation, a warranty or an assumption of responsibility by Greenplant, and the Customer shall not rely on it. The Customer remains solely responsible for satisfying itself as to the suitability of the Hire Goods for its purposes and for their safe use, in accordance with Clauses 10.1, 10.3 and 24.3;
- 29.6.3. while at the Site, any such person shall be subject to the Customer's site rules and to the Customer's arrangements for health, safety and welfare, and the Customer shall be responsible for their health and safety at the Site to the same extent as for its own personnel, and shall provide such information, instruction, supervision, access and protective equipment as may be required by the law applicable at the Site; and
- 29.6.4. the Customer shall notify Greenplant immediately of any accident, injury or dangerous occurrence at the Site involving any such person.
- 29.7. Nothing in Clause 29.6 excludes or limits any Liability of Greenplant for death or personal injury resulting from its own negligence, or any other Liability which cannot be excluded or limited as a matter of law, and Clause 23.9 continues to apply.

30. HIRE PERIOD, DELIVERY AND OFF-HIRE

- 30.1. Clauses 5.1, 5.3 and 5.4 do not apply to a Third Party Supply. The Hire Period shall commence on the date on which the Hire Goods are delivered to the Site by or on behalf of the Local Supplier or, where the Customer is to collect them, the date on which they are made available for collection by the Local Supplier.
- 30.2. The Hire Goods shall be off-hired only when they are returned into the possession of the Local Supplier, or collected by or on behalf of the Local Supplier, and the Off-Hire Date shall be the date on which the Local Supplier treats the Hire Goods as off-hired under the Supply Contract. Notification by the Customer that the Hire Goods are no longer required, or that the works or event have ended, does not off-hire the Hire Goods and does not stop the Rental.
- 30.3. Greenplant shall, on request, provide the Customer with evidence of the Off-Hire Date recorded by the Local Supplier.
- 30.4. The Customer shall give Greenplant written notice of its requirement to off-hire the Hire Goods not less than the period stated in the Commercial Terms Schedule, being the period of notice Greenplant is required to give the Local Supplier under the Supplier Conditions. Where the Customer gives shorter notice, the Rental shall continue to accrue until the expiry of the notice Greenplant is in fact required to give.
- 30.5. The Customer shall procure that the Hire Goods are available for collection at the Site, in the condition required by Clause 9.2 and by the Supplier Conditions, on the date arranged. Clause 8.9 shall apply to any failure to do so, and the Rental shall continue to accrue in accordance with Clause 30.2.
- 30.6. Greenplant shall have no Liability to the Customer for any delay in, or failure of, delivery or collection by the Local Supplier, save to the extent provided by Clause 34. Where the Local Supplier fails to deliver the Hire Goods at all, Greenplant may terminate the Contract by written notice without Liability, and shall refund any Rental paid in advance in respect of the undelivered Hire Goods.
- 30.7. Because Greenplant is not present at delivery or collection, the Customer shall: (a) inspect the Hire Goods on delivery and notify Greenplant of any damage, defect, shortage or discrepancy within 24 hours in accordance with Clause 8.10; and (b) take and retain dated photographs of the Hire Goods on delivery and on collection, and provide copies to Greenplant on request. Where the Customer fails to comply with this Clause 30.7, Greenplant shall be entitled to rely on the Local Supplier's record of the condition of the Hire Goods.

31. CONDITION, MAINTENANCE AND WARRANTIES

- 31.1. Clause 10.4 does not apply to a Third Party Supply. Routine maintenance and repair of the Hire Goods shall be carried out by the Local Supplier to the extent required by the Supplier Conditions, and Greenplant's obligation is limited to using reasonable endeavours to procure that the Local Supplier does so.
- 31.2. The warranties in Clause 22.3 are given only to the extent that Greenplant has the benefit of a corresponding warranty from the Local Supplier and is able to pass it on. Greenplant shall, so far as it is able, assign to the Customer or hold on the Customer's behalf the benefit of any warranty, condition or remedy available to Greenplant from the Local Supplier in respect of the Hire Goods.
- 31.3. Clause 18.5 shall be read so that any Deposit is refundable following the Local Supplier's inspection of the Hire Goods and the release to Greenplant of any corresponding sum held under the Supply Contract.
- 31.4. The Customer shall comply with Clause 9.1 in respect of the Hire Goods as if they were owned by Greenplant, save that the requirement in Clause 9.1.11 to identify the Hire Goods as Greenplant's property shall not apply, and the Customer shall not remove, obscure or alter any mark identifying the Local Supplier as owner.

32. BACK-TO-BACK OBLIGATIONS

- 32.1. The Customer shall comply with the Supplier Conditions insofar as they relate to the possession, use, care, security, movement, operation, condition and return of the Hire Goods, as if the Customer were the hirer under them. A copy of the Supplier Conditions will be provided by Greenplant on request.
- 32.2. Where the Supplier Conditions impose on Greenplant an obligation, restriction or liability which is more onerous than the corresponding provision of these Conditions, the Customer shall be subject to the more onerous provision, and these Conditions shall be read accordingly.
- 32.3. The Customer shall not do, or omit to do, anything which would or might put Greenplant in breach of the Supply Contract, and shall indemnify Greenplant in full and on demand against all Liability incurred by Greenplant under or in connection with the Supply Contract arising out of any act or omission of the Customer, its employees, agents, contractors or Operators.
- 32.4. The Customer shall not move the Hire Goods from the Site, or re-hire, sub-let, loan or permit any third party to have the use of the Hire Goods, without the prior written consent of both Greenplant and the Local Supplier. Clauses 13.1 and 14.3 shall be read accordingly.

33. LOSS, DAMAGE AND INSURANCE

- 33.1. The Damage Waiver is not available in respect of a Third Party Supply. Clauses 7.7 to 7.13 do not apply and no Damage Waiver Charge shall be payable.
- 33.2. Clauses 11.1 to 11.4 shall be read so that, where the Hire Goods are lost, stolen, damaged or returned in a condition for which the Local Supplier makes a charge, the Customer shall pay to Greenplant: (a) all sums which Greenplant becomes liable to pay the Local Supplier in respect of the same, including repair, cleaning, replacement, lost rental, transport and administration charges; and (b) Greenplant's own reasonable administrative costs. Greenplant shall provide the Customer with a copy of the Local Supplier's charge or invoice on request.
- 33.3. The Rental shall continue to accrue in accordance with Clause 30.2 notwithstanding any loss of or damage to the Hire Goods, and the Customer shall in addition pay any lost rental or continuation charge levied by the Local Supplier.
- 33.4. The insurance required by Clause 7.1 shall be effected on terms which are valid and enforceable in the country in which the Site is located, and shall name the Local Supplier and Greenplant as loss payees in respect of the Hire Goods. As an alternative,

where the Commercial Terms Schedule so states, the Customer may take the benefit of any damage waiver or equivalent product offered by the Local Supplier, in which case the Customer shall pay Greenplant the charge for it and shall remain liable for any excess and for any loss falling outside it.

33.5. Notwithstanding Clause 7.6, the Customer shall provide evidence of the insurance required by this Part 4 before the Hire Goods are delivered to the Site, and Greenplant shall be under no obligation to procure delivery until it has done so.

33.6. The Customer shall notify Greenplant of any loss of, theft of, damage to or accident involving the Hire Goods immediately and in any event within 12 hours, so as to enable Greenplant to notify the Local Supplier within any period required by the Supplier Conditions. The Customer shall indemnify Greenplant in full and on demand against any Liability arising from a failure to do so, including the loss of any right or remedy under the Supply Contract or under any policy of insurance.

34. LIMITATION OF LIABILITY – THIRD PARTY SUPPLIES

34.1. This Clause 34 applies in addition to, and does not limit, Clause 23.

34.2. Greenplant's total Liability to the Customer in respect of the condition, specification, quality, fitness for purpose, availability, delivery, delay, breakdown, failure or defect of the Hire Goods, and in respect of any act or omission of the Local Supplier, shall not exceed the amount which Greenplant actually recovers from the Local Supplier in respect of the same matter, less Greenplant's costs of recovery.

34.3. Greenplant shall use reasonable endeavours to pursue any claim it has against the Local Supplier in respect of a matter for which the Customer has notified a claim, and shall account to the Customer for any sum recovered, subject to Clause 34.2. Where the Customer requires Greenplant to pursue a claim beyond what is reasonable, it shall do so only if the Customer agrees in writing to indemnify Greenplant against the costs of doing so.

34.4. Where both Clause 23.6 and Clause 34.2 apply to the same matter, Greenplant's Liability shall be limited to the lower of the two amounts.

34.5. Clause 34.2 does not apply to any Liability arising from the acts or omissions of Greenplant's own employees, agents or contractors attending the Site under Clause 29.6, including the ordering, acceptance, rejection, scheduling or off-hiring of the Hire Goods and the communication of instructions. Greenplant's total Liability in respect of such acts or omissions shall be limited in accordance with Clauses 23.5 and 23.6.

34.6. Nothing in this Clause 34 limits or excludes any Liability which cannot be limited or excluded as a matter of law, and Clause 23.9 continues to apply.

35. SITE, LOCAL LAW AND OPERATORS

35.1. The Customer is responsible for the Site and for compliance with all laws applicable in the country in which the Site is located, including those relating to health and safety, lifting operations, electrical safety, environmental protection, permits, licensing and employment. Clause 10.1 continues to apply.

35.2. Any certificate, test record or examination provided in respect of the Hire Goods will have been issued to the standards of the country of the Local Supplier. Greenplant gives no warranty that it satisfies the requirements of the Lifting Operations and Lifting Equipment Regulations 1998, the Provision and Use of Work Equipment Regulations 1998 or any other United Kingdom standard, and the Customer shall satisfy itself as to the adequacy of the documentation for the purposes of the applicable local regime.

35.3. Where an Operator is provided by or on behalf of the Local Supplier, Clause 24.2 shall apply as if the Operator had been provided by Greenplant, so that the Operator works under the management and direction of the Customer and is treated as the Customer's agent.

35.4. The Customer warrants that neither it, nor any person to whom or for whose benefit the Hire Goods are to be made available, is the target of any sanctions administered by the United Kingdom, the European Union, the United States of America or the United Nations, that the Hire Goods will not be used in or for the benefit of any comprehensively sanctioned territory, and that it will comply with all applicable sanctions and anti-bribery laws, including the Bribery Act 2010. Greenplant may suspend or terminate the Contract without Liability where it reasonably considers that continued performance would or might expose it to any measure under those laws.

36. CURRENCY, PAYMENT AND TAXES

36.1. The Rental and all other charges are payable in the currency stated in the Commercial Terms Schedule. Where Greenplant's cost under the Supply Contract is incurred in a different currency, the Rental has been calculated using the exchange rate stated in the Commercial Terms Schedule.

36.2. Where, between the date of the Contract and the date of invoice, the relevant exchange rate moves against Greenplant by more than three per cent, Greenplant may adjust the Rental and other charges to reflect that movement, on written notice to the Customer. Clause 18.20 shall apply to any such adjustment as it applies to an increase under Clause 18.19.

36.3. The Customer shall provide Greenplant with evidence of its business status and of any value added tax or equivalent registration, in each of the United Kingdom and the country of the Site, as Greenplant may reasonably require. The Customer shall indemnify Greenplant in full and on demand against any value added tax, sales tax, withholding tax, duty, levy, penalty or interest assessed on Greenplant in any jurisdiction in respect of the Contract, other than tax on Greenplant's own profits.

36.4. The Customer shall bear all bank, transfer and currency conversion charges, so that Greenplant receives the full invoiced amount in cleared funds in the invoiced currency. Clause 18.8 continues to apply.

SCHEDULE 1 – MODEL CANCELLATION FORM (for use by Consumers only)

(Complete and return this form only if you wish to cancel the contract)

To: Greenplant Ltd, Unit 1 London Road, Wheatley, Oxfordshire, OX33 1JH (email: mail@greenplant.ltd.uk):

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*] / for the supply of the following service [*],

Ordered on [*] / received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate

GREENPLANT

Greenplant Ltd

Unit 1 London Road, Wheatley, Oxfordshire, OX33 1JH

Tel: 01865 876000

Company registration: 4513032

E-mail: mail@greenplant.ltd.uk

Website: www.greenplant.ltd.uk