

# MASTER RENTAL AGREEMENT INCLUDING TERMS AND CONDITIONS OF BUSINESS (“AGREEMENT”)

## ANY EQUIPMENT OBTAINED FROM THE COMPANY ARE SOLD OR RENTED SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

### 1. DEFINITIONS

The following expressions shall have the meanings assigned to them hereunder, namely:-

- (1) **“Company”** means Go Rentals (Pty) Ltd Reg 2013/105007/07 and/or Go Rentals Africa (Pty) Ltd Reg 2015/001073/07 and/or Dispose-IT (Pty) Ltd Reg 2013/024675/07.
- (2) **“Company’s Premises”** means the premises of the Company situated at 33 6th Street, Wynberg, Sandton, Johannesburg, or other premises operated as a branch office by the Company or as may be notified to the Hirer.
- (3) **“Contract”** means an agreement for rental and/or sale which, upon acceptance of a Quote by the Hirer, is entered into between the Company and the Hirer for the supply, rental and/or sale of the Equipment, in accordance with terms of the Quote and this Agreement.
- (4) The **“Hirer”** means the legal entity with whom the Contract is made by the Company, and in relation to any obligations of the Hirer set out herein shall include any Client of the Hirer that is authorized to use the Equipment in terms of the Agreement.
- (5) The **“Client”** means a customer of the Hirer or any third party to whom the Hirer has granted the use of or sub-let the Equipment.
- (6) **“Approved Buyer”** is an authorized signatory of the Hirer or any person authorized by the Hirer to request a Quote, approve a Quote, place orders or to transact with the company on behalf of the Hirer in accordance with the terms herein.
- (7) **“Delivery Date”** means the date that the Equipment is collected by the Hirer from the Company’s Premises or the date of delivery of the Equipment to the Hirer, whichever is applicable.
- (8) **“Equipment”** means the assets, hardware, software, cables, accessories, boxes, packaging material, consumable casings described in the Schedule or delivered to or accepted by the Hirer, also referred to as Items in the Portal.
- (9) **“Loss and Damage Charge”** shall mean an extra charge payable relating to the loss (including theft) or damage of Equipment where applicable.
- (10) **“Go-Care”** is a service offered by the Company that includes theft and damage protection, maintenance, swap-outs, and other services. The terms and conditions of Go-Care can be accessed via a link provided on Quotes that include Go-Care. By accepting a Quote containing Go-Care, the Hirer acknowledges and accepts the terms of Go-Care.
- (11) **“Order”** means a Quote accepted by the Hirer on the Portal and shall constitute a Contract.
- (12) **“Portal”**: The “Portal” is the Company’s electronic platform for the issuance of Quotes, the Hirer’s acceptance of Quotes, electronic document signing, and the management of transactions related to the Equipment and services as governed by the terms herein, including the rental relationship with the Hirer. All actions or obligations executed by the Company, the Hirer, or any Approved Buyers within the Portal shall be deemed legally valid and binding in strict accordance with the terms of this Agreement.
- (13) **“Quote”** shall mean the offer by the Company to the Hirer to rent the Equipment for the Rental Period or to Sell the Equipment, together with its specific terms (“Quote Terms”).
- (14) **“Rental Charges”** are the fees charged by the Company to rent the Equipment at the rate indicated on the Quote, and any other charges due by the Hirer.
- (15) **“Rental Period”** means the agreed minimum period commencing on the Start Date and expiring on the Return Date indicated on the Quote and shall also include any extensions in terms of this agreement.
- (16) **“Extension Period”** means any period beyond the agreed Return Date reflected on the Quote during which the Hirer has not returned part or all of the Equipment to the Company.
- (17) **“Return Date”**, means the date specified in the Contract as the **“End Date”** or date for the return of the Equipment to the Company or for collection of the Equipment by the company or such other date as the parties may hereafter agree.
- (18) **“Repair Cost”** means the actual cost to repair damaged Equipment with a repair agent authorized by the Manufacturer of the Equipment, up to a maximum of the Replacement Value.
- (19) **“Replacement Value”** means a retailer’s current list price for replacing the Equipment with the same new item, or closest alternative new model.
- (20) **“Start Date”** shall be date where billing commences on the Contract, which shall be deemed to be the date and time of delivery, unless otherwise specified on the Quote as another date.
- (21) **“Schedule”** means any schedule to this Agreement, issued by the Company, including, but not limited to, an accepted Quote, order, Go-Care terms, rental contract, delivery note, collection note, together with any terms and conditions noted thereon.
- (22) **“Cancellation Fee”** is a fee payable by the Hirer being such amount that may be necessary to recover the cost of labour, materials, products and services used, reserved, or appropriated for the Contract by the Company.

### 2. STATUS OF TERMS AND CONDITIONS

- (1) **Incorporation of Terms:** The terms of this Agreement shall be incorporated in all Contracts between the Company and Hirer for the rental of Equipment to the exclusion of all other terms and conditions and communications between the Company and the Hirer. In the case of any inconsistency between the terms of this Agreement and a Schedule the provisions of this Agreement shall prevail. Variations of the Contract shall be effective only if agreed in writing by a director or Close Corporation Member of each party and will then prevail over a conflicting term in this Agreement.
- (2) **Entire Agreement:** The Contract constitutes the entire agreement between the Hirer and the Company for the rental of the Equipment and supersedes all prior or other arrangements relating to such rental and no statement, description, information, warranty, condition, or recommendation contained in any price-list, advertisement, documentation or communication or made verbally by any of the agents or employees of the Company shall be construed so as to extend, vary or override any provisions of this Contract in any way.
- (3) **Headings and titles:** The headings and descriptive headings (or clause titles) in this Agreement are included for convenience and reference only. They do not form part of the terms and conditions and shall not be used to interpret, construe, or affect the meaning of any provisions of this Agreement.

### 3. QUOTES AND ORDERS

- (1) **Acceptance of a Quote:** Acceptance of a Quote and any variations thereto by the Hirer, whether in writing, via an electronic ordering system provided by the Company, by email or by issuance of a purchase order to the Company, shall constitute a Contract and shall be binding on the Hirer in accordance with this Agreement.
- (2) **Binding Orders:** No order shall be binding on the Company unless and until it has been accepted and confirmed by the Company in writing or by digital signature.
- (3) **Validity of Quoted Pricing:** Quoted pricing is valid for a maximum of 30 days, unless otherwise indicated on a Quote, and excludes delivery, collection, consumables and insurance unless specified on a Quote.
- (4) **Stock Availability:** All Quotes are subject to availability of stock at the time an order is received by the Company. Should Equipment not be available at the time of acceptance, the closest equivalent Equipment may be supplied, provided the specifications of the Equipment are equal to or greater than those specified in the Quote. In such an instance, the Hirer may be required to accept a new Quote. Where the Hirer seeks exact specifications and models, the Hirer should notify the Company in writing when requesting a Quote.
- (5) **Purchase Order Terms:** The terms and conditions contained on the Hirer’s purchase order, order acceptance forms and/or invoices shall not apply to, supplement or supersede any provisions of this Agreement.
- (6) **Non-Binding Indicative Pricing:** Any pricing displayed on the Company’s website or in promotional materials or pricelists is indicative and non-binding. Reliance shall only be placed on the pricing specified in a formal Quote provided by the Company, subject to the terms herein.

### 4. DELIVERY

- (1) **Quoted Delivery Times:** All times or dates quoted for delivery of the Equipment are given in good faith but without any responsibility on the part of Company.
- (2) **Time of Delivery:** Time and date of delivery shall not be of the essence of the Contract. If the agreed delivery is late due to fault of the Company, Rental Period and billing of the affected Equipment will only start from the actual delivery date and time.
- (3) **No Liability for Consequential Loss:** Company shall not be liable for any consequential or indirect loss, damage, or additional costs arising from any delay in delivery for any reason.
- (4) **Hirer’s Liability After Delivery:** Hirer is always liable to pay rental charges where it has accepted delivery of the Equipment.

### 5. RENTAL AND OTHER CHARGES

- (1) **Payment of Rental Charges:** Hirer shall pay the Rental Charges and any other charges on the accepted Quote, in accordance with this Agreement.
- (2) **Fixed Pricing:** The pricing indicated on the Quote shall be fixed for the duration of the Rental Period, unless otherwise expressly stated in writing.
- (3) **Currency Variation for Software:** All software is subject to variation in the currency rate of exchange upon 30 days’ prior written notice to the Hirer.
- (4) **Exclusion of Carriage and Insurance Costs:** Unless clearly indicated on a Quote issued by the Company, all charges are exclusive of the costs of carriage and insurance, all of which shall be payable by the Hirer.
- (5) **Exclusion of Value Added Tax:** All charges are exclusive of Value Added Tax which shall be payable

by the Hirer.

- (6) **Right to Adjust Charges for Changes in Order:** The Company reserves the right to increase the rental charges of Equipment to reflect any change in delivery dates, quantities or specifications which is requested by the Hirer, or any delay caused by the Hirer or any failure of the Hirer to perform its obligations for the Equipment or to give the Company adequate information or instructions.
- (7) **Continued Charges for Unreturned Equipment:** If the Equipment is not returned to the Company at the end of the Rental Period, the Company may continue to invoice the Hirer for Rental Charges for the unreturned Equipment in accordance with Clause 9, and if the Equipment remains unreturned for one subsequent billing period, may at any time thereafter invoice the Hirer, subject to the conditions of Clause 6, the Replacement Value for any Equipment not returned.
- (8) **Rental Charges During Loss or Damage:** Where any loss or damage to the Equipment occurs, the Hirer agrees to pay rental charges to the Company until the Replacement Value, Repair Cost or Loss and Damage Charge, where applicable, has been paid in full to the Company.
- (9) **Hyper-Inflation:** In the unlikely event that the Consumer Price Index (CPI) in South Africa, as measured by Statistics South Africa, reaches 15% p.a. in any measured quarter, the Company shall have the right to increase fixed-price rental charges by no more than CPI to account for the increased costs of providing its service. The Hirer will give the Hirer 60 days’ written notice of the adjustment. The Hirer shall have the option to decline the increase, in which case the Company may terminate the Contract on 60 days’ written notice and request the return of the Equipment.

### 6. SALE OF EQUIPMENT AND CONSUMABLES

- (1) **Ownership of Equipment:** All Equipment remains the property of the Company, unless explicitly stated in the Quote as being sold to the Hirer.
- (2) **Transfer of Ownership:** If the Company agrees to sell any Equipment, consumable, or any item, it will remain the property of the Company until paid in full by the Hirer. Until payment is made in full, the items will continue to be treated as Equipment under the terms of this Agreement.

### 7. DAMAGE INSPECTION OF EQUIPMENT

- (1) **Inspection on Delivery and Return:** The Hirer must thoroughly inspect the Equipment immediately upon delivery and during collection/return, together with the Company’s representative, if present.
- (2) **Recording Quantity:** The Hirer shall record the quantity of Equipment received on the delivery note.
- (3) **Notification of Defects:** The Hirer shall notify the Company via the Portal immediately upon discovering that the Equipment is defective or does not comply with the Contract, but no later than 24 hours after delivery. If no such notification is provided, the Equipment will be deemed to be complete, in good order, and fit for the purpose required by the Hirer, who shall be bound to accept and pay for it accordingly. Notifications received after the rental period will not be eligible for any credit or refund by the Company.
- (4) **Inspection on Return by the Company:** If, upon return of the Equipment, the Hirer is unable, unavailable, or unwilling to inspect the Equipment and note its condition on the collection/return note, the Hirer accepts that the Company will inspect the Equipment within 2 working days of receipt at the Company’s premises. Any loss or damage found during this inspection will be charged to the Hirer in accordance with this Agreement.

### 8. RETURN OF THE EQUIPMENT

- (1) **Responsibility for Return:** The Hirer shall be responsible for returning the Equipment (together with the supplied packaging materials) to the Company’s Premises or handing it to the Company’s representative where collection has been agreed, at its own risk, on or before the Return Date, and the Equipment must be returned unencumbered, in good repair, condition, and working order (fair wear and tear excepted in accordance with the Company’s standard Wear and Tear Policy).
- (2) **Notification of Items Not Returned:** The Company will notify the Hirer of any items not returned off rental, including accessories. Any items not returned by the Hirer within 7 days of the Return Date may, subject to 6(2), at the discretion of the Company, be invoiced to the Hirer at the same Rental Charges as the initial contract or sold to the Hirer after 7 days of the expected Return Date at the Replacement Value.
- (3) **Non-Rental Equipment Charges:** Any Equipment not incurring Rental Charges including, but not limited to cables, peripherals, adaptors, re-usable packaging, bags, mice and keyboards may, subject to Clause 6(2), be sold to the Hirer at the Replacement Value if damaged or not returned to the Company within 7 days of the Return Date.
- (4) **Recovery of Unreturned Equipment:** If the Hirer fails to return the Equipment, the Company may recover it by lawful means. If the location of the Equipment is unknown, and reasonable attempts to contact the Hirer fail, the Company may report the Equipment as stolen to the Police.
- (5) **Responsibility for Equipment Pending Collection:** In instances where the Hirer has issued a collection instruction to the Company, the following applies:
  - a) The Hirer is responsible for promptly notifying the Company if any Equipment in their possession has not been collected by the Company in accordance with the Hirer’s instructions.
  - b) The Company shall make reasonable efforts to adhere to collection instructions issued by the Hirer, but timing and scheduling may affect the Company’s ability to collect the Equipment immediately.
  - c) Notwithstanding any collection instruction issued by the Hirer, the Hirer shall remain liable for any theft, loss, or damage that occurs to the Equipment until it has been successfully collected by the Company. The Hirer is encouraged to exercise diligence and care to ensure the security of the Equipment until the Company has taken possession of it.

### 9. RENEWALS AND EXTENSIONS

- (1) **Requesting an Extension:** Should the Hirer wish to extend the Rental Period, the Hirer must request an extension by contacting the Company prior to the Return Date and, if granted, make additional payments for the new Rental charges. Rental extensions are payable in advance, unless credit approval has been granted by the Company in writing.
- (2) **Extension via Portal:** The Hirer must login into the Portal and extend the rental prior to the Return Date, by accepting a new quotation issued by the Portal.
- (3) **Advance Payments:** Rental extensions are payable in advance, unless the Hirer has been granted credit terms in writing by the Company.
- (4) **Automatic Renewal:** If the Hirer does not request an extension and the Equipment is not returned to the Company by the agreed Return Date, the Contract shall be automatically renewed for an additional full billing cycle. The Company may continue billing the Hirer the Rental Charges at the same rate, until the Equipment is returned. Renewals will follow the billing cycle of the original rental term (daily, weekly, or monthly), and no credits will be issued for early returns.
- (5) **Month-to-Month Renewal:** For initial Rental Periods of more than three (3) months or month-to-month rentals, the Contract shall renew on a month-to-month basis until the Hirer provides the Company with at least one (1) calendar months’ notice to terminate the rental.
- (6) **Billing for Unreturned Equipment:** If any Equipment under the contract is not returned, billing shall continue for the unreturned Equipment.
- (7) **Adjustments to Charges for Extensions:** Any rental or other charges for an Extension Period may be varied in accordance with Clause 5.
- (8) **No Price Reduction During Extension:** During any Extension Period, no reduction in pricing shall be applicable unless agreed to in writing by the Company.

### 10. PAYMENT

- (1) **Payment in Advance:** Payment is due by the Hirer in advance of the rental, unless the Hirer’s credit application is approved in writing by the Company in accordance with its credit terms and policies, as amended from time to time.
- (2) **Credit Facilities:** If credit facilities are granted, the Hirer must settle all charges within the terms granted by the Company. The Company has the right to revoke credit facilities at any time and without notice.
- (3) **Full Payment Requirement:** The Hirer must pay the Company in full, without any right of set-off, lien, counter-claim, cross demand, or other similar claims.
- (4) **Breach of Payment Terms:** If the Hirer fails to make payment by the due date, the Company shall give the Hirer 5 days’ notice to rectify the breach. Failure by the Hirer to rectify the breach will allow the Company to terminate the Contract and/or Agreement in accordance with Clause 17.
- (5) **Interest on Late Payments:** The Company is entitled to charge interest on any unpaid invoices at Prime + 3%. Interest accrues from the due date for payment until the date full payment is received, whether before or after judgment has been obtained. The Company may cancel the Contract and suspend further deliveries to the Hirer.
- (6) **Credit Card Payments:** If payment is made by credit card, the Hirer authorizes the Company to charge the card for all outstanding amounts under the Contract.
- (7) **Debit Order Adjustments:** If the Hirer elects to pay by debit order, the Company may adjust the debit order amount to reflect changes in services consumed by the Hirer.
- (8) **Consolidated Invoicing:** Where the Hirer has multiple contracts, the Company may provide consolidated invoicing and a single debit order for the total amount due.
- (9) **No Withholding of Payment:** If the Hirer has a valid billing query regarding part of the Equipment, the Hirer shall not be entitled to withhold payment for the balance of the Equipment.

### 11. SECURITY DEPOSIT

- (1) **Right to Charge a Security Deposit:** The Company reserves the right to charge the Hirer a security deposit, which shall be refunded to the Hirer, less any outstanding Rental Charges, or charges for damaged and unreturned items, within 10 days of return of the Equipment, subject to the terms herein.
- (2) **Method of Refund:** Any security deposit due for refund shall be paid to the account nominated by the Hirer. Where the initial payment was made by credit card, the refund shall be paid to the card used to

- pay the security deposit.
- (3) **Provision of Bank Details:** The Hirer must provide bank details via the Portal for refunds of security deposits to be paid by electronic funds transfer. The Company shall not be liable for any loss relating to incorrect bank details provided by the Hirer.
- (4) **Credit Card Refund Processing Time:** Credit card refunds may take an additional 7-10 days to reflect on the Hirer's card statement.
- (5) **Excess Loss or Damage:** Any loss or damages exceeding the security deposit amount shall be paid by the Hirer within seven (7) days.
- (6) **Offset of Security Deposit:** A security deposit may be offset by the Company against any monies owed by the Hirer on their account.
- 12. SOFTWARE**
- (1) **Title and Intellectual Property Rights:** The title and intellectual property rights in and to any software including operating systems supplied with or as part of the Equipment, including programs and documentation ("Software") shall be retained by the appropriate proprietor. The Hirer shall abide by the terms of use of all Software provided by the Company.
- (2) **Right to Use Software:** The Hirer is granted the right to use the Software only for the term of the Contract. The Hirer's receipt of the Equipment indicates acceptance of the terms of any license for software supplied, and the Hirer shall indemnify the Company against any liability, direct damage, cost or expense which it incurs due to the Hirer's failure to observe the terms of any such license.
- (3) **Restrictions on Use:** The Software shall only be used as part of the Equipment with which it is rented. The Hirer undertakes not to copy (other than for use on such Equipment), alter, adapt, or modify the Software in whole or in part.
- (4) **Removal of Software:** Upon the expiration or termination of the Contract (unless otherwise agreed by the Company in writing), the Hirer shall remove the Software and any copies thereof from the Equipment or allow the Company reasonable access to do so.
- (5) **Suspension or Termination for Non-Payment:** The Company may suspend Software subscriptions and/or services where the Hirer's account remains unpaid. Subscriptions may be terminated if the account remains overdue for 30 days beyond any credit terms granted by the Company. The Company shall not be liable for any loss of data or consequential loss of any nature resulting from the suspension or termination of Software under this clause.
- (6) **Price Adjustments for Software:** Software is subject to vendor price changes and exchange rate fluctuations. Pricing for software may be adjusted by giving the Hirer 30 days written notice.
- (7) **Software Support During Rental:** During the term of the rental, if any software provided on a Quote is no longer supplied or supported by the vendor, the Hirer shall continue to pay Rental Charges on the Equipment for the Rental Period.
- (8) **Sale of Previously Rented Equipment:** When Equipment, previously rented under this Agreement, is sold to the Hirer, it excludes software. The Hirer must allow the Company access to remove software licenses from the Equipment or provide proof of their removal if requested. The Hirer indemnifies the Company for any losses due to unauthorized software use.
- (9) **Survival of Software Obligations:** The obligations concerning Software as set out in this Agreement shall survive any termination or expiration of the Contract.
- 13. OWNERSHIP**
- (1) **Retention of Ownership:** The Equipment shall at all times remain the property of the Company unless sold to the Hirer under a separate written agreement. This ownership status must be communicated to any party to whom the Hirer grants use of the Equipment.
- (2) **Prohibition on Transfer:** Hirer may not sell, offer for sale, mortgage, assign, pledge, or transfer the Equipment or the benefit of the Contract, either in whole or in part.
- (3) **Sub-Letting or Granting Use to a Client:** The Hirer may sub-let or grant use of the Equipment to its Client, provided that:
- a) The Terms and Conditions of this Agreement are met;
- b) The Obligations of the Hirer in Clause 14 are upheld;
- c) The Client does not grant use of, assign, or sub-let the Equipment to another party without express written permission by the Company;
- d) The Company may at any time request reasonable proof to validate that any assignment or sub-letting is in accordance with these terms.
- (4) **Access for Inspection and Servicing:** The Hirer shall allow the Company or its duly authorized agent or representative, upon reasonable notice, access at any time to inspect repair, service and collect the Equipment without hindrance.
- 14. OTHER OBLIGATIONS OF THE HIRER**
- The Hirer hereby undertakes and agrees as follows:-
- (1) **Payment of Rental Charges:** To pay all Rental Charges on time and in accordance with the terms herein.
- (2) **Proper Use of Equipment:** To use the Equipment in a proper manner and with all reasonable care, operating it in accordance with any issued instructions.
- (3) **No Unauthorized Resale or Rental:** Not to rent or resell the Equipment or any part of the service to a third party without the Company's written consent.
- (4) **No Relocation of Equipment Without Notice and Consent:** The Hirer shall notify the Company in writing of any intent to relocate the Equipment (except for portable electronic Equipment approved for remote use), not later than 7 days before the planned relocation. Written permission must be obtained from the Company for such relocation, which shall not be unreasonably withheld. The Company reserves the right to reassess the risk of the new location and may, at its discretion, disallow the relocation, terminate the Contract, or withdraw any Go-Care loss and damage benefits if the new location poses a higher risk than initially approved by the Company.
- (5) **Maintenance of Asset Register:** To maintain an up-to-date asset register of Equipment issued to any person, including contact details and location of use.
- (6) **Purpose of Equipment Use:** Not to use the Equipment for any purpose other than that for which it was designed or intended, nor to interfere or tamper with it, nor allow anyone else to do so without prior written consent from the Company.
- (7) **No Unauthorized upgrades or Repairs:** Not to make or attempt any alterations, modifications, repairs, upgrades, or technical adjustments to the Equipment without the prior written consent of the Company.
- (8) **Protection of Asset Tags:** Not to remove or cover any asset tags, serial numbers, license stickers, or marks affixed to the Equipment by the Company or the manufacturer.
- (9) **Equipment Affixation:** Not to affix the Equipment to any land or building, and to take steps to prevent title to the Equipment from passing to the owner or landlord of such land or building.
- (10) **Compliance with Laws:** Not to use or allow the Equipment to be used in contravention of any statutory provisions, regulations, or in any way contrary to law.
- (11) **Safeguarding the Equipment:** To take reasonable steps at all times to safeguard the Equipment from loss, damage, or theft.
- (12) **Insurance of Equipment:** Unless Go-Care theft and damage protection is specified on the Quote, to maintain for the duration of the Rental Period, comprehensive insurance on the Equipment for its Replacement Value with a reputable insurer, covering all risks of loss or damage and third-party liability arising from the hire or use of the Equipment during the Rental Period at Hirer's premises, or any other premises where the Equipment is used.
- (13) **Indemnity for Third-Party Claims:** To indemnify the Company against any direct loss, claim, or liability suffered or incurred by the Company as a result of any third-party claim arising from the condition or use of the Equipment during the Contract, unless such liability arose due to the negligence or wilful misconduct of the Company.
- (14) **Compliance with Consumer Protection Act:** In the event that the Hirer, acting as a supplier under the Consumer Protection Act, Act No 68 of 2008 ("CPA"), or equivalent legislation, does not comply with the CPA and a claim is brought against the Company, the Hirer indemnifies the Company against any claims made by the consumer.
- (15) **Payment of Statutory License Fees:** To pay all statutory license fees, if applicable, in respect of the Equipment during the Rental Period.
- 15. LIABILITY**
- (1) **Exclusion of Warranties:** Hirer expressly acknowledges that the Company is not the original manufacturer or supplier of the Equipment, and that the Hirer has selected the Equipment as suitable for its purpose. The Hirer agrees that all conditions, warranties or representations, whether express, implied, statutory, or otherwise, regarding the Equipment or its fitness for any particular purpose are expressly excluded to the fullest extent permitted by law.
- (2) **Limitation of Liability:** The aggregate liability of either party in respect of any loss or damage, whether arising in contract, tort, breach of statutory duty, or otherwise, shall be limited to and shall not exceed the total amount of the Rental Charges paid or payable by the Hirer to the Company for the affected Equipment during the Rental Period.
- (3) **Notification of Claims:** The Hirer must, during the Rental Period, notify the Company in writing of any claim for the affected Equipment, and the Company shall not be liable for any claims submitted thereafter.
- (4) **Exclusion of Consequential or Indirect Loss:** Neither party shall be liable to the other, whether in contract, tort, breach of statutory duty, or otherwise, for any consequential or indirect loss or damage howsoever arising and of whatsoever nature, including but not limited to loss or damage to computer programs or data, loss of profit, venue hire fees, conference or training costs, staff costs, loss of goodwill, loss of revenue, loss of anticipated benefit, business interruption, management time, or third party liability
- (5) **Theft, Armed Robbery, or Hijacking:** Neither party shall be liable for any direct, consequential, or

- indirect loss, damage, delay, injury, death, or other loss arising from theft, armed robbery, or hijacking involving the hired Equipment, whether occurring before, during, or after the Rental Period. However, the Hirer remains responsible for any Rental Charges and applicable Loss and Damage Charges in accordance with this Agreement.
- 16. HEALTH AND SAFETY**
- (1) **Compliance with Health and Safety Standards:** The Hirer shall ensure that any party using the Equipment does so in accordance with the manufacturer's instructions and operates the Equipment only for its intended use. The Hirer shall ensure the Equipment is used safely and strictly in accordance with applicable legislation and health and safety standards. It is the responsibility of the Hirer to obtain the manufacturer's instructions, which are available on the internet or can be obtained from the Company by written request to customer services.
- 17. TERMINATION**
- (1) **Termination for Breach by Hirer:** If the Hirer commits, causes or allows any breach of the obligations under this Agreement and fails to remedy the breach within 10 days of receipt of written notice from the Company, the Company may, without prejudice to its legal rights, in addition to any legal or equitable remedies available, immediately terminate the Contract. The Hirer shall be liable for any proven and reasonable costs or expenses incurred by the Company due to the material breach.
- (2) **Termination for Breach by Company:** The Hirer may terminate the rental for an item of Equipment if the Company breaches its obligations under the Contract and fails to remedy the breach within 10 days of written notice to do so, provided that the Hirer has returned the affected Equipment to the Company in accordance with Clause 8. Termination of an individual item of Equipment shall not affect the remainder of the Contract.
- (3) **Immediate Termination by the Company:** The Company may, by giving written notice to the Hirer, immediately terminate a Contract and/or this Agreement, on the date specified in the notice if any of the following occurs:
- a) The Hirer does not return the Equipment on the Return Date and has failed to accept and/or pay for the Extension Period;
- b) Any third party takes steps to seize, attach, arrest, or sequester the Equipment;
- c) The Hirer is the subject of an order or resolution for winding up (except for a solvent reconstruction or amalgamation with the resulting entity assuming all the obligations of the other party);
- d) An application or order is made for the appointment of a receiver, judicial administrator, business rescue practitioner, trustee or similar officer for the Hirer;
- e) The Hirer makes a composition with its creditors generally;
- f) The Hirer ceases to carry on business;
- g) The Hirer fails to insure the Equipment where required and does not provide written proof of insurance within two (2) working days of the Company's request;
- h) The Hirer relocates the Equipment with notifying the Company in accordance with Clause 14(4).
- (4) **Rights After Termination:** Termination of this Agreement or any Contract for any reason shall not affect any rights of the Company that have accrued hereunder.
- (5) **Obligations Upon Termination:** Upon termination of the Contract, the Hirer shall:-
- a) Immediately, at its own risk and expense, disconnect and safely return the Equipment to the Company's Premises. If the Hirer fails to return the Equipment within a reasonable time granted by the Company, the Company may retake possession of the Equipment without notice, and the Company or its agents are hereby licensed to enter the Hirer's premises for this purpose; and
- b) Provide the Company with the exact location of the Equipment, including names and contact details of any persons granted access to the Equipment where such information is subject to Clause 22; and
- c) Without prejudice to the Company's rights to enforce any provisions of this Contract, the Hirer shall immediately be liable for all arrears of Rental Charges and any other unpaid amounts due at the time of termination, along with interest as outlined in Clause 10(5), and any costs incurred by the Company in locating, repossessing, or restoring the Equipment. The Hirer will also be responsible for any additional charges or payments that may arise under this Contract, even if they are not immediately due at the time of termination.
- (6) **Payments while in Breach:** Any payment made by the Hirer while still in breach of the terms of this Agreement shall not prejudice the Company's right to terminate under this clause.
- 18. CANCELLATION OF A RENTAL CONTRACT OR PART THEREOF**
- (1) **Conditions for Cancellation:** A Contract may be cancelled by the Hirer with the written agreement of both parties, subject to the following conditions:
- a) Written notice must be given to the Company; and
- b) The Equipment must be returned to the Company; and
- c) The Hirer must pay the Cancellation Fee, except where the Hirer is entitled to terminate the Contract in accordance with clause 17, or the Company is unable to deliver the Equipment in terms of 23(2).
- (2) **Cancellation Fee:** The Cancellation Fee shall be as specified on the Quote. If not specified, it shall be 100% of the remaining Rental Charges due under the Contract.
- (3) **Additional Costs:** An administration fee of R350 will apply to any cancellation, along with the full costs of any cellular airtime, data, or software that has been loaded or procured, any logistics or overtime used, appropriated, or committed for the Contract, and any consumables procured.
- 19. DOMICILIUM AND NOTICES**
- (1) **Method of Notice:** Any notice to be given by either party to the other shall be in writing and may be served by hand delivery or registered mail, and by email.
- (2) **Hirer's Domicilium:** The Hirer chooses its domicilium address for all purposes under this Agreement at its physical or email address set out in the application, or the relevant address for the dispatch of invoices.
- (3) **Company's Domicilium:** The Company chooses its domicilium address as 33 6<sup>th</sup> Street, Wynberg, Johannesburg, 2090, South Africa with email notices sent to both compliance@gorentals.co.za and debtors@gorentals.co.za.
- (4) **Hand-Delivered Notices:** Notices delivered by hand shall be deemed to be effected upon delivery to the relevant address.
- (5) **Email Notices:** Notices transmitted by email shall be deemed to have been received by the addressee on the first business day following the date of transmission.
- (6) **Registered Post:** Notices sent by pre-paid registered post from an address within the Republic of South Africa to the addressee's domicilium address shall be deemed to have been received on the tenth (10<sup>th</sup>) business day after the date of posting.
- (7) **Right to Change Domicilium:** Either party shall have the right to change its domicilium address by giving written notice to the other party at its domicilium address. Such change of domicilium shall not entitle the Hirer to relocate the Equipment, which remains subject to Clause 14(4).
- 20. RISK OF THEFT, LOSS OR DAMAGE TO THE EQUIPMENT**
- (1) **Liability for Rental Charges:** Loss of or damage to the Equipment shall not discharge the Contract nor affect the Hirer's liability to pay Rental Charges under it.
- (2) **Disclaimer of Insurance:** Go Rentals is not an Insurer, Broker, or Agent, and does not offer an Insurance Policy or advice on insurance.
- (3) **Go-Care Protection:** The Company offers "Go-Care", which includes theft and damage protection benefits, subject to the terms and conditions of the Go-Care service. Go-Care is only valid where it is specified on a Quote and for the specific items of Equipment for which it is quoted.
- (4) **Duty to Review Go-Care Terms:** It is the duty of the Hirer to review the Go-Care terms for each Quote to understand the nature of what is included, the cost, risk implications, and the suitability thereof.
- (5) **Liability Under Go-Care:** In the event of loss or damage, the Hirer will be liable for the applicable Loss and Damage Charge specified in the Go-Care terms.
- (6) **Continuation of Rental Charges Despite Go-Care Termination:** Termination of the Go-Care service for any reasons provided for shall not discharge the Contract nor affect the Hirer's liability to pay Rental Charges under it.
- (7) **Risk Without Go-Care:** If Go-Care is not included, risk of loss of or damage to the Equipment under a Contract shall, unless otherwise expressly stated in a Schedule, be borne by and remain with the Hirer from Delivery Date until the Equipment is delivered back to the Company or the Company's representative. The Hirer shall not be at Risk for damage caused by the Company.
- (8) **Obligations in the Event of Loss or Damage:** Where Equipment is at the Hirer's risk, the Hirer shall:
- a) Notify the Company of such loss or damage within 2 days of the loss or damage becoming apparent. Failure to do so may affect the Hirer's liability or ability to claim under Go-Care or any insurance arrangement.
- b) pay the Company on demand the Replacement Value or the Repair Cost respectively if the Equipment is lost or damaged.
- (9) **No Replacement by Hirer:** The Company does not accept replacement Equipment from the Hirer in lieu of any loss or damage fees, and the Hirer may not repair the Equipment on behalf of the Hirer.
- (10) **Insurance Claims and Notification:** The Hirer shall notify the Company immediately of any event which may give rise to a claim under any insurance policy covering the Equipment and shall not agree to the settlement of any claim without the prior written agreement of the Company. The Company shall have full authority to manage any claims process under any insurance policy of the Hirer relating to the Equipment.
- (11) **Company's Interest in Insurance:** If the Equipment is being insured by the Hirer pursuant to clause

- 14(12), the interest in any insurance claims and settlement shall vest absolutely in the Company, which shall be entitled to the full benefit of such insurance.
- (12) **Payment of Insurance Settlements:** If the Hirer receives any insurance settlements from any insurer of the Equipment, the Hirer shall instruct the insurer that such insurance payments received in respect of the Equipment shall be paid directly to the Company. The Hirer hereby irrevocably appoints the Company as its agent to receive the money and authorises the Company to give a good discharge to the insurer for such payments.
- (13) **Retained Risk by Company:** If it is expressly stated in any Schedule that the Company retains the risk of loss of or damage to the Equipment during the Rental Period, the Hirer shall:
- Not do or refuse to do anything likely to invalidate any insurance maintained by the Company;
  - Be responsible for any Loss and Damage Charge or fee specified in the Schedule, and where not specified, this shall be the current retail Replacement Value for Equipment which at the time are the same as, or the closest available equivalent to, the Equipment;
  - Pay the Company on demand such sum which equals the manufacturer's then current list price for Equipment which at the time are the same as, or the closest available equivalent to, the Equipment if the Equipment is damaged or lost by reason of the Hirer's or its employees', agents', representatives', or any third party's willful damage, negligence or lack of reasonable care.

## 21. CELLULAR AND DATA SERVICES

- (1) **Airtime and Data Purchases:** Cellular airtime and data purchases may be made by the Hirer through the Portal.
- (2) **Indicative Balances:** Cellular airtime and data balances displayed on the Portal are subject to updates from the service providers ("Carriers"), and reporting may at times be delayed. Balances should therefore be treated as indicative. Company shall not be liable for any reporting inaccuracies or delays.
- (3) **No Liability for Service Disruptions:** The Company will not provide credits, refunds, or accept liability for Equipment usage disruptions or the inability to use data caused by cellular service interruptions, including poor signal strength, network interruptions, or failures by the Carriers.
- (4) **Ownership of SIM Cards:** Sim cards remain the property of the Company and must be returned after the Rental Period.
- (5) **Prepaid and Non-Refundable Data and Airtime:** All data and airtime loaded by the Company are prepaid and, without any exception, are non-refundable, including any unused data and/or airtime.
- (6) **Communication and Carrier Terms of Use:** The Hirer consents to the use of cellular and data services in accordance with applicable communication legislation in South Africa. The Hirer further agrees to abide by any terms and conditions of use imposed by the Carriers, with such terms available on the Carrier's website.
- (7) **Indemnity for Cellular Service Use:** The Hirer agrees to indemnify and hold the Company harmless from any and all claims, liabilities, losses, or damages arising from the use of cellular and data services, including but not limited to any breach of Carrier terms, misuse of services, or use of the services for any unlawful purposes.

## 22. CONSENT TO PROCESS PERSONAL INFORMATION

- (1) In accordance with the Protection of Personal Information Act 4 of 2013 ("POPIA"), the Company requires the consent of the Hirer to process all personal information as defined within POPIA ("Personal Information"). By signing this agreement, the Hirer expressly consents and agrees that the Company and/or its cessionary/ies may:
- process your Personal Information for purposes of providing rental and other services in terms of the agreement;
  - Process the Personal Information of any end users for the purposes of delivering, supporting, or recovering the Equipment. This includes information necessary for logistics, service support, invoicing, and asset recovery in the event of non-returned Equipment;
  - make enquiries to confirm and verify any Personal Information provided by the Hirer;
  - seek Personal Information relating to the Hirer from any credit bureau;
  - process and disclose the Hirer's Personal Information for purposes of the prevention, detection and reporting of fraud and criminal activities, the identification of the proceeds of unlawful activities and the combating of money laundering activities;
  - process and report on the Hirer's Personal Information to comply with an obligation imposed by any applicable laws;
  - utilise automated decision processes to facilitate the generation of credit score cards for the purposes of determining the creditworthiness of the Hirer and retain and utilise records of information pertinent to the Hirer's ongoing creditworthiness.
- (2) The Hirer confirms that this consent shall apply in every respect to every director, shareholder, member and/or associate of the applicant or Hirer. As the signatory to this application I/we hereby indemnify the Company or its cessionary/ies against any claim that may be made by any director, shareholder, member, cessionary, or associate of the applicant by virtue of this consent.
- (3) The Hirer has the right to access their Personal Information held by the Company. The Company shall grant such access during office hours within a reasonable time after receiving a written request for access.

## 23. GENERAL CONDITIONS

- (1) **Assignment:** Company may assign the Contract or sub-contract the whole or any part thereof to any person, firm, or company and must give the Hirer written notice within 10 days of such assignment. The Hirer shall not assign the Contract or any of its rights or obligations hereunder without the prior written consent of the Company.
- (2) **Force Majeure:** The Company shall be entitled to delay or cancel delivery or reduce the quantity delivered if it is prevented, hindered, or delayed in obtaining or delivering the Equipment by the normal route or means of delivery through any circumstances beyond its control. These include, but are not limited to, strikes, lockouts, industrial action, accidents, war, fire, reduction in or unavailability of power at power plant, breakdown of plant machinery, or shortage or unavailability of raw materials or labour from normal sources of supply.
- (3) **No Waiver:** No waiver by the Company of any breach by the Hirer of its obligations hereunder shall constitute a waiver of any subsequent breach.
- (4) **Governing Law and Jurisdiction:** This Contract shall be governed by and construed in accordance with laws of the Republic of South Africa. Hirer hereby submits to the exclusive jurisdiction of the South African Magistrates Courts, provided that (and without prejudice thereto) the Company shall be entitled to apply for any conservatory measures or interim relief in any other court having jurisdiction.
- (5) **Recovery of Costs:** If the Company takes any action against the Hirer to recover money owing under this Agreement, (whether this action includes instituting legal action or not), the Hirer shall be liable for all the Company's reasonable and proven costs, including legal costs on an attorney and own client basis and collection commission of 10%.
- (6) **Severability:** Each and every provision in this agreement is severable and divisible from the others. In the event that any one or more clauses are removed or found to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect the enforceability of the remaining clauses.
- (7) **Consumer Protection Act:** The Hirer warrants that its annual turnover and/or asset value exceeds the threshold value as determined by Minister in terms of the Consumer Protection Act, and in accordance with the schedule published under Government Gazette Notice 895, as updated and amended from time to time. Accordingly, the Hirer acknowledges that the protections provided by the Consumer Protection Act—including, but not limited to, the cooling-off period, warranties, and refund provisions applicable to smaller entities—do not apply.

I/We, the signatory to this Master Rental Agreement, have read and understand the Terms and Conditions of Business, and hereby warrants I am authorised to conclude this Agreement on behalf of the Hirer.

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