

A SQUARE FORKLIFT (PTY) LTD

P.O. Box 166790
Brackendowns
1454

552 Delfos Ave.
Alrode South
Alberton

Tel.: (011) 900-1777
(011) 900-1778
Fax: (011) 900-3993

Reg No. 1998/06758/07
VAT No. 4830178119

Please complete and return fax with copy of official purchase order
FORKLIFT RENTAL CONFIRMATION

TO: A Square Forklift (Pty) Ltd
ATT: Rental Department
FAX: (011) 900 3993

Full Company Name: _____

Contact Person: _____ VAT Number: _____

Postal Address: _____
Code: _____

Physical Address: _____

Delivery Address: _____

Telephone Number: _____ Fax Number: _____

Cellular Number _____ E-mail Address: _____

Machine Requirements: _____

Approximate Period Required: _____

Agreed Rental Rate: _____

Agreed Transport Rate: _____

Other Costs: _____

Please briefly describe the application where forklift will be working & what forklift will be lifting

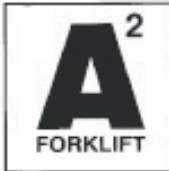
- Careful note has been taken of attached conditions of hire.
- Our official order number is _____
- Payment is due in advance.
- Above rates are excluding VAT & Fuel

I, the undersigned, under due authority of the company accept conditions of rental.

Name

Signature

Date



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APPLICATION FOR FORKLIFT RENTAL / MAINTENANCE (NB. This is not a credit application form)

| | | | | | | | |
|--|------------|------------|------------|---|-------------|----------------------------|----------|
| Full Trading Name | | | | Contact | | Telephone Fax E-mail | |
| Postal Address | | | | Physical Address | | | |
| Business Type: (tick approp.) | Public co. | (Pty) Ltd. | Sole Prop. | Partnership | Close Corp. | VAT reg. no.: | |
| Premises: (tick approp.) | Owned | Leased | Rented | Name & Title of Person Responsible for Payment of Account | | | |
| Name (Partners, directors, owner..) | | ID number | Address | | | Telephone | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| Are principles prepared to sign guarantees (if so, value and type?) | | | | | | | |
| Trade References (At least 3 major creditors & 1 smaller business) | | | | | | | |
| Name & Address | | | Telephone | Amount | Terms | Payments | Duration |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| Bank, branch name, branch code & account no | | | | | | | |
| List sureties, Notarial Bonds, Liquidations etc. against the Company or any of its Principles: | | | | | | | |
| | | | | | | | |

Note: This is not a credit application form

I certify that the above information is true and correct to the best of my knowledge.
I agree to abide by the Company's Standard Conditions of Sale.

Date: _____

Name & Title of Signatory: _____

Signature and Rubber Stamp: _____



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I, _____ (name) of _____ (company) hereby confirm that our premises are:

Owned / Rented (circle)

I hereby confirm that this information is true and correct.

| | | | |
|---------------------|--|-------------|--|
| Full Name & Surname | | Designation | |
| Signature | | Date | |

Waiver of Hypotech

| | |
|---------------------------------|--|
| Landlord's Company Name | |
| Landlord's Postal Address | |
| Landlord's Physical Address | |
| Landlord's Telephone Number | |
| Landlord's Fax Number | |
| Landlord's E-mail Address | |
| Contact Person /s & Designation | |

We write to you in your capacity as the Landlord of _____ (The Tennant) and wish to advise that the Tennant has entered into an agreement with A Square Forklift (Pty) Ltd with respect to the rental of forklifts, reach trucks, warehousing equipment (the Equipment) which may be used on your premises. We are the legal owners of the Equipment. The Equipment is excluded from any Landlord's Hypotech.

These machines may be changed over from time to time, and need not be specified in advance. Our hire agreements and delivery notes indicating the Equipment's details and serial numbers will be available should the Landlord wish to inspect the Equipment included in the agreement between the Tennant and A Square Forklift (Pty) Ltd.

Acknowledgement of Receipt by Landlord:

| | | | |
|---------------------|--|-------------|--|
| Full Name & Surname | | Designation | |
| Signature | | Date | |



CONDITIONS OF HIRE

1. **DEFINITIONS**

"The Equipment shall mean the machine hereby hired, together with all its accessories and appurtenances unless inconsistent with the context hereof; the ownership of which shall at all times remain vested in "The Company".

"The Company" shall mean A Square Forklift (Pty) Ltd and shall be synonymous with "The Owner".

"The Hirer" shall mean the person, company, firm, business, partnership, etc. hiring from the company.
2. The Company hereby hires and the Hirer hereby takes into hire the Equipment particulars of which are set out on the reverse side hereof. The Hirer acknowledges that he has received the Equipment in good order and repair with the fuel tank properly filled. The Hirer undertakes to deliver the Equipment to the Company in the same good order and repair as that in which the Hirer received it from the Company. Should the Hirer, however, fail to do so, then he shall be liable to the Company for any loss or damage which the Company may have sustained as a result of such failure.
3. The Hirer hereby undertakes that during the currency of this Agreement;
 - 3.1 that he will NOT permit the Equipment to be driven by any person who is untrained, unskilled or unlicensed in the operation of the Equipment;
 - 3.2 that he will NOT sub-let the Equipment and that he will not use the Equipment or permit the Equipment to be used for any unlawful purpose or for shunting, towing or lifting a load with a single fork;
 - 3.3 that he will not convey articles or goods which may cause damage to the Equipment;
 - 3.4 that he will immediately report to the Company any breakdown of the Equipment or any collision involving the Equipment or theft thereof.
 - 3.4 the hirer hereby acknowledges that all repairs to the equipment must be carried out by the company.
 - 3.5 In the event of the Hirer having effected any repairs to the Equipment without the prior written approval of the Company, the cost of such repairs shall be borne by the Hirer. Any additional repairs required as a result thereof will be for the hirer's account
4. The Hirer hereby warrants that all statements made by him in the Agreement are correct and that, if he is acting in representative capacity, he is duly authorised and empowered to enter into this Agreement.
5. The Hirer hereby indemnifies and holds harmless the Company against all claims of whatever nature and howsoever arising which may be made against the Company resulting from the use of the Equipment by the Hirer of the manner in which it is driven by the Hirer.
6. The Company shall not be obliged to permit any extension of time of the specified period of hire. Should the Hirer wish to extend the period or term of hire, he shall notify the Company prior to the expiry of his Agreement and in the event of the Company agreeing to such extension, the Hirer shall be responsible for the payment of all additional hire charges to the date of return of the Equipment to the Company by the Hirer. In the event of the Hirer failing to notify the Company of any extension of the specified period of time, it will be presumed by the Company that the Hirer has absconded with the Equipment and the Company shall be entitled, on a basis of this presumption, and without recourse to the Hirer, to report the Equipment as stolen.
7. The Hirer shall pay on presentation of invoice at the end of each month while the equipment is on hire or at the expiry of the hire whichever is the earlier. In the case of long term, invoices are payable in advance by bank debit order.
8. The Hirer shall be obliged upon demand to pay the Company such costs arising out of any damage and/or mechanical repairs which may be necessary to re-instate the Equipment into the same condition that it was in at the time when the Company handed the Equipment over to the Hirer, fair wear and tear excepted. This will include but is not limited to replacement tyres, forks, replacement batteries and chargers.
9. The Hirer or other driver of the Equipment shall not be deemed to be the agent, servant or employee of the Company and in the event of the company furnishing the Hirer with a driver for the Equipment, such driver shall be deemed to be in the employ of the Hirer for the period of this Agreement and acting within the course and scope of his duty.
10. The Company shall not be liable for the loss or damage to any property left or transported in or upon the Equipment, irrespective of whether or not the loss or damage resulted from the negligence of the Company. The Hirer hereby assumed full responsibility for such loss or damage and waives all claims against the Company arising therefrom, and the Hirer hereby indemnifies the Company in respect of all claims howsoever arising.
11. The Company shall not be obliged to place another unit at the disposal of the Hirer in the event of the Equipment having been damaged, stolen or rendered unusable.
12. The Hirer hereby acknowledges that same as recorded in the Agreement, the company has given no warranty, whether express or implied, concerning the Equipment or its accessories, appurtenances or performance, it is recorded that the Hirer shall have no claim against the Company for any damage whether to person or property, sustained by the Hirer as a consequence of his use of the Equipment.
13. If the Hirer commits any breach of this Agreement, the Company shall be entitled to cancel this Agreement, to recover possession of the Equipment and to obtain payment of any damages the Company may have sustained as a result thereof. In such an event the Hirer shall also be liable for all collection fees, tracing fees and any legal cost incurred by the Company on an Attorney/Client scale.
14. The parties hereto hereby consent to the jurisdiction of the Magistrates Court in respect of any proceeding arising from this Agreement, irrespective of the amount claimed and/or the value of the goods involved and the Hirer hereby consents in terms of the Magistrates Court Act 32 of 1944 as amended to the jurisdiction of the Magistrates Court Johannesburg.
15. The word "he" wherever used in reference to the Hirer in this Agreement shall in the event of the Hirer being a firm, partnership, company, association, etc. be deemed to refer to such firm, partnership, company, association, etc.
16. Any indulgence by the Company in regard to the strict compliance by the Hirer of the Terms and Conditions of this Agreement shall in no way be construed as a waiver by the Company of its rights hereunder and it shall be entitled at all times to call upon the Hirer to comply with all or any of the Terms and Conditions hereof.
17. The Hirer shall ensure full insurance cover is provided for the unit for theft, fire or damage and shall notify the Company immediately of any loss or damage to the unit. Should the hirer make use of The Company's' insurance an excess of 10% of the market value will be applicable (min R2500.00)
18. Lost keys will be charged at R500-00. This includes delivery thereof within a 50 Km radius.
19. A loading/offloading time of 30 minutes is allocated for deliveries, standing time of delivery vehicles in excess of this will be charged at the R100-00/hr or part thereof.
20. The forklift remains the property the of A Square forklift at all times and under no circumstances forms any part of the Landlords Hypotech