Credit Application Form

tel: 01924 460601  email: action@mabeyhire.co.uk
fax: 01924 457932  web: www.mabey.com
Private & Confidential
COMPLETED FORMS SHOULD BE SUBMITTED
BY EMAIL TO: newaccounts@mabeyhire.co.uk

<table>
<thead>
<tr>
<th>COMPANY NAME:</th>
<th>REGISTERED NUMBER:</th>
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<tr>
<th>PLEASE TICK BELOW</th>
<th>Registered Office Address:</th>
<th>Invoice/Correspondence Address:</th>
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<tbody>
<tr>
<td>PLC</td>
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<td>LTD</td>
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<td>PARTNERSHIP</td>
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<td>LLP</td>
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<tr>
<td>SOLE TRADER</td>
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<tr>
<th>TEL NO:</th>
<th>EMAIL ADDRESS FOR STATEMENTS/Correspondence:</th>
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PLEASE INDICATE WHICH OF OUR DEPOTS YOU'D LIKE TO DEAL WITH INITIALLY:

Please tick your expected level of annual spend:

- > £250,000
- £100,000 - £249,999
- £25,000 - £99,999
- £10,000 - £24,999
- £5,000 - £9,999
- < £5,000

<table>
<thead>
<tr>
<th>BANK &amp; BUSINESS OWNER DETAILS</th>
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<tbody>
<tr>
<td>BANK ADDRESS (INC POSTCODE)</td>
<td>SORT CODE:</td>
</tr>
<tr>
<td>A/C NO:</td>
<td>TEL NO:</td>
</tr>
</tbody>
</table>

PARTNERSHIPS AND SOLE TRADERS ONLY - Please provide details of the proprietor or each partner in the business, continue on separate supplemental sheet if required

<table>
<thead>
<tr>
<th>PROPRIETOR OR PARTNER 1 (Full Name &amp; Home Address)</th>
<th>DATE OF BIRTH:</th>
<th>TEL NO:</th>
<th>EMAIL:</th>
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<table>
<thead>
<tr>
<th>PARTNER 2 (Full Name &amp; Home Address)</th>
<th>DATE OF BIRTH:</th>
<th>TEL NO:</th>
<th>EMAIL:</th>
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In processing the Customer’s application for credit facilities, Mabey may make enquiries of credit reference agencies and other third parties who may record those enquiries for both the Customer and the Customer’s directors. Mabey may also disclose information about the conduct of the Customer’s account to credit reference agencies and other third parties. The information obtained from or provided to third parties may be used when assessing further applications for credit terms, for debt collection, for tracing and for fraud prevention.

WE NOTE YOUR TERMS AND CONDITIONS ON THE ATTACHED AND SIGN BELOW IN ACCEPTANCE. FALSE STATEMENTS OR OMISSIONS MAY RESULT IN CREDIT BEING REFUSED OR WITHDRAWN.

IF SIGNING ON BEHALF OF A LIMITED COMPANY, THIS FORM MUST BE SIGNED BY A DIRECTOR.

SIGNED ................................................................. PRINT NAME .............................................................

POSITION ............................................................... DATE ........................................................................

Registered Office: Mabey Hire Limited, Scout Hill, Ravensthorpe, Dewsbury, WF13 3EJ
Registered in England & Wales No. 6950075 Mabey Hire Limited.
MABEY HIRE LIMITED GENERAL TERMS AND CONDITIONS

These terms and conditions (Terms) and any supplemental documentation (e.g. final priced quotation (Quotation) or work specific documentation) provided by Mabey Hire Limited (Mabey) to you (Contractor/Customer), collectively referred to as the Agreement, contain the Terms that apply in relation to your order for and supply by Mabey of its equipment (Equipment) and related services (Services) specified in the Quotation.

1. Entire Agreement: The provisions in this Agreement constitute all of the terms and conditions between Mabey and Customer in relation to the Equipment and any related Services and exclude terms and conditions inconsistent with the terms and conditions contained in this Agreement. This Agreement may not be supplemented or amended by any other document(s), except as otherwise agreed to in a written agreement signed by Mabey.

2. Delivery: Delivery of the Equipment will be on the date and at a place agreed with the Customer. Mabey will notify the Customer when Equipment is ready for delivery. Mabey may arrange storage of the Equipment on its premises or at or near the place of delivery. Where the Customer fails to collect the Equipment within 14 days of the date of delivery, the risk and title in the Equipment shall pass to the Customer.

3. Risk and Ownership: The Equipment is at the risk of the Customer from completion of delivery. Where the Equipment is hired, risk in the Equipment will pass back to Mabey at such time as the Equipment is returned to Mabey. Where the Equipment is sold, ownership of the Equipment passes to the Customer upon receipt of full payment by Mabey of all sums due to it in respect of the Equipment. Where the Equipment is hired, Mabey will not be responsible for the Customer’s failure to comply with the Terms and Conditions of Hire. Where the Equipment is sold, the Customer is responsible for the Customer’s failure to comply with the Terms and Conditions of Sale.

4. Use of Equipment: Customer is solely responsible for the assembly, installation, use, maintenance, use, and removal of Equipment from the installation site. Where Equipment is sold, the Customer is responsible for the cost of installation, maintenance, use, and removal of Equipment from the installation site. Where Equipment is hired, the Customer is responsible for the cost of installation, maintenance, use, and removal of Equipment from the installation site.

5. Suitability of Equipment: It is the Customer’s responsibility to ascertain the suitability of the Equipment for the Customer’s intended purpose. Mabey will not be responsible for the Customer’s failure to comply with the Terms and Conditions of Sale.

6. Return: Where the Equipment is for hire, upon completion of Customer’s use of the Equipment, it is to be returned to Mabey complete and in the same condition as it was delivered. Where the Equipment is for sale, the risk and title in the Equipment shall pass to the Customer upon receipt of full payment by Mabey of all sums due to it in respect of the Equipment.

7. Services: Where agreed in the Quotation, or otherwise in writing by the parties, Mabey will supply, install, and maintain the Equipment to the agreed specifications. Mabey will not be responsible for the Customer’s failure to comply with the Terms and Conditions of Sale.

8. Warranty: Mabey warrants that the Equipment and any job-specific design drawings issued by Mabey, the Equipment Advisor’s assistance is not to be substituted for any advice for the use of the Equipment, any assumptions to be made by Mabey or any responsibility for the safe and correct use of the Equipment.

9. Price and Payment: The price for the Equipment and/or Services (Price) is set out in the Quotation or as otherwise agreed with the Customer in writing by Mabey. In addition to the Price, the Customer is to pay VAT which is added at the time of invoice. Unless otherwise specified in the Quotation, the Price is exclusive of all costs in relation to loading, unloading, transportation, all of which amounts are chargeable as extra. All payment are to be made in full in Pounds Sterling, without set off or retention. Where Equipment is hired, unless agreed otherwise in the Quotation and subject to prior approval of the Customer’s credit application, Mabey may invoice the Customer for Equipment monthly in arrears for the duration of the hire period, except for early invoice for minimum hire period (noted below), which will be included in the first invoice. Where Equipment is sold, the Equipment is to be delivered to the Customer’s premises or at or near the place of delivery. Where Equipment is hired, the Customer is solely responsible for the Customer’s failure to comply with the Terms and Conditions of Hire.

10. Entire Agreement: The provisions in this Agreement constitute all of the terms and conditions between Mabey and Customer in relation to the Equipment and any related Services and exclude terms and conditions inconsistent with the terms and conditions contained in this Agreement. This Agreement may not be supplemented or amended by any other document(s), except as otherwise agreed to in a written agreement signed by Mabey.
10. **Hire Period:** Minimum hire period for Equipment is two weeks. Hire charge is computed from the date of first delivery and will continue until all Equipment is returned to a Mabey depot by the Customer or where Mabey is collecting, until all Equipment is ready for collection and Mabey is notified that all Equipment can be collected. Where only part Equipment is ready for collection at the time of collection by Mabey, the charges for the uncollected Equipment will continue to apply until such Equipment is made ready for collection by Mabey and Mabey is notified of its availability for collection.

11. **Inspection:** Unless Customer notifies full description of any defects in writing to Mabey at the time of delivery, Equipment is deemed to be in good order in accordance with the Terms. In order for Mabey representative(s) to inspect any defective Equipment, Customer will arrange timely and suitable access to the job site. Customer must not make any effort to repair any damaged or defective Equipment as any resulting damage will not be covered by Mabey’s warranty to repair or replace the Equipment.

12. **Customer’s Responsibility:** Customer has complete responsibility for the Equipment while it is in its possession. Customer is not to use Equipment in an unskilled manner or for any unsuitable purpose nor overload nor overwork the same. Customer is not to deface, remove or obscure any identifying mark or packaging or relating to the Equipment. The hire Equipment should not be moved from one site to another, nor can the Equipment be loaned or leased to any third party or permanently fixed to any premises. Customer will insure the hire Equipment to its full value, against loss by fire, theft and other insurable hazards. Customer will protect and hold Mabey harmless from and against any losses and liabilities arising as a result of any cause of action brought against Mabey that relates to Customer’s use of the Equipment.

13. **Mabey’s Responsibility:** In addition to its warranty obligations, Mabey’s maximum aggregate liability to the Customer under or in connection with the Agreement (howsoever arising) for all claims within a 12 months period in no circumstances is to exceed Price paid by the Customer in the twelve months immediately preceding the claim. Mabey is not liable to the Customer for any indirect or consequential losses or loss of income, profits, business, reputation, savings, in each case howsoever arising. Nothing in this Agreement excludes or in any way limit Mabey’s liability to the Customer for: (i) fraud; (ii) death or personal injury caused by its negligence; (iii) any liability to the extent the same may not be excluded or limited as a matter of law.

14. **Force Majeure:** Mabey cannot control and so is not liable for any delays in delivery of the Equipment or Services caused any event beyond its reasonable control. In the event of any delay caused as aforesaid, the completion will be extended for a period equal to any such delay. If the delays continue beyond 4 weeks, the parties can terminate the Agreement by mutual agreement.

15. **Mabey’s Intellectual Property:** All rights, including any copyright, design right or other intellectual property rights in or related to Equipment and any related specifications (eg. drawing, catalogues or other related information or material) belong to Mabey. Customer has a non-transferable, non-exclusive license to use the Equipment or any related specification provided by Mabey. Customer will not copy or disclose design of Mabey’s Equipment or otherwise misuse any intellectual property of Mabey.

16. **Cancellation:** Mabey can cancel the Agreement, where Customer is in material breach of the Terms (including for eg non-payment) or fails to take delivery of Equipment, or if Mabey believes the Customer is in financial difficulty and is incapable of paying its debts. Upon cancellation, Mabey may exercise any one or more of the following remedies or any other remedy provided at law or in equity: (a) recovery of any unpaid amounts by the Customer; (b) without notice or demand, Mabey may make entry and take possession of the hire Equipment or the sale Equipment to the extent it has not been paid for; and (c) any other legal or equitable remedies. Such of these Terms which are expressly or by implication are intended to come into or remain in force on or after the termination of the Agreement will remain in full force and effect.

17. **Priority:** In the event of any inconsistency between these Terms and any supplemental documentation forming part of the Agreement, the more stringent terms will prevail to the extent of the inconsistency.

18. **General:** This Agreement is non-assignable and no third party has any rights under it. Any notice under this Agreement should be given in writing delivered by first class recorded post to the registered address of either party. Notice is deemed delivered on the next business day from the date recorded on the postal receipt. The Agreement in all respects is subject to and construed in accordance with English law and the English courts have sole jurisdiction in all matters arising out of this Agreement.

19. **Anti-bribery and corruption:** Customer will in relation to this agreement comply with all applicable UK anti-corruption laws and regulations.
More to Mabey

**BIM LEVEL 2**
ACCREDITED BY BSI

**UK’S LARGEST**
SUPPLIER OF TEMPORARY WORKS EQUIPMENT

**1923**
YEAR MABEY WAS FOUNDED

**7**
ROSPA AWARDS
CONSECUTIVE YEARS

**25,000t**
GROUNDWORKS EQUIPMENT
AVAILABLE FOR RAPID DEPLOYMENT IN THE UK

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YEAR MABEY WAS FOUNDED

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