

FRIDGEEXPRESS LTD TERMS & CONDITIONS

1. HEADINGS

Headings of clauses or groups of clauses are for the indicative purposes only.

2. APPLICATION

Conditions contained in this Agreement alone are the conditions of

the agreement between the parties and supersedes all prior dealings,

negotiations, representations, or agreement whether written or orally

expressed or implied. No variation or addition to the conditions in this

Agreement shall be effective unless agreed in writing and signed by a Director

and Secretary of the Company and the Hirer.

3. HIRE AGREEMENT

The Company agrees to let and the Hirer agrees to hire the vehicle or vehicles

referred to in Schedule 2 hereto of this Agreement and the Company further

agrees to provide the Hirer those services which are referred to in this

Agreement.

4. HIRE PERIOD

(i) The hire of each vehicle will commence on the Payment Start Date of that vehicle

and will continue for the period set out in Schedule 2 hereto (Hire Period) subject

to the provisions for termination contained in Clauses 18 and 19.

(ii) "Payment Start Date" shall in relation to any vehicle be the date of delivery of the

allocated contact vehicle or vehicles.

5. HIRE CHARGES AND PAYMENTS

(i) The deposit will be invoiced and payable at the time of signing of the contract and/ or

schedule.

(ii) Hire Charges will commence on the Payment Start Date and will be payable monthly

for the remainder of the Hire Period. The first payment shall be made at or prior to

the the time of delivery of the vehicle/ vehicles.

(iii)

During the Hire Period the Company may modify the Hire charges to take into

account any increases in the cost of Vehicle Licenses or Department of Transport tests

or tests certificates.

(iv)

The Hire Charges will be increased on each anniversary of the Payment Start Date by

50% of the percentage stated for the annual increase in the Index of Retail Prices (RPI)

as quoted for the month two months prior to the month of the increase. Where no

increase in the Index of Retail Prices (RPI) is recorded, the Hire Charges shall remain

unchanged.

(v) It is expressly DECLARED AND AGREED that the Hirer shall have no

right to withhold or set-off hire charges or any other amounts due to

the Company against any actual or alleged default by the Company of obligation

hereunder. Payments due hereunder shall be made without prior demand and

inclusive of the relevant rate of Value Added Tax and free and clear of any deductions

or withholdings of any nature.

(vi)

If any payment due hereunder to the company is in arrears by more than seven

working days then (in addition to any other remedies) the Company may charge

interest on a day to day basis from the original due date to the date of actual payment

at the rate of two per cent over the minimum lending rate of NATWEST BANK in

force from time to time. The Hirer shall pay any such interest so charged forthwith on

demand by the Company.

(vii)

Should the mileage travelled by the vehicle exceed the mileage allowance as specified

in the schedule then the additional mileage, over and above the annual allowance, will

be invoiced at the pence per mile rate specified in the schedule. For the avoidance of

doubt this calculation will be made

on the anniversary of the vehicle entering service. If the mileage allowance is not

fully utilised in a particular year the unutilised portion of the allowance cannot be

utilised to offset previous or future years liability. In the event of an early

termination for whatever reason a pro rata calculation will be made for any part

year since the last mileage calculation.

6. OWNERSHIP

The Hirer hereby acknowledge that there are no circumstances out of

or in connection with this Agreement whereby the Hirer obtain any title

whatsoever to any vehicle or any contractual right to acquire the title in any vehicle

to be transferred to the Hirer at any time. The Hirer shall not hire any vehicle or

otherwise part with the possession of any vehicle except for the purpose of repair or

maintenance pursuant to the provisions of this agreement. This Agreement shall

bind successors to either party.

7. VEHICLE EXCISE LICENSES

The Company shall obtain at its own cost the initial and all subsequent Vehicle

Excise Licenses required for any vehicle subject to the terms of this agreement. The

Company shall ensure that any renewal of a Vehicle Excise Licence is made in good

time and that such renewed Licences will upon receipt by the Company be

forwarded immediately to the Hirer. All licences must either be displayed on the

vehicles on the Payment Start Date or be sent to the Hirer for display before the

Payment Start Date.

8. SERVICE AND MAINTENANCE RESPONSIBILITIES OF THE Company

(i) The Company undertakes that throughout the Hire Period it shall

use its reasonable endeavours to have the vehicle or vehicles maintained in good

repair and condition so as to comply with the Road Vehicles

(Construction and Use) Regulations 1986 or any amendments thereto or similar

regulations which may from time to time be enacted, together with all other

relevant legislation.

9. The Company shall also be responsible for preparing and submitting

the vehicle or vehicles for testing at the Department of Transport testing stations

under the provisions of the Vehicles (Plating and Testing) Regulations and/or any

other statutory amendments or re-enactment thereof.

10. The Company shall where necessary appoint service agents acceptable to the Hirer

(such acceptance not to be unreasonably withheld) deal and settle any warranty

claims with manufacturers.

11. The Company will make good by repair or at its option the provision of

replacement parts any defects which under proper use appear in the vehicle or

vehicles during the Hire Period PROVIDED THAT the Company shall not be

responsible for any defects which appear due to negligence, misuse or failure to

maintain by the Hirer. Furthermore the Company's responsibility under this sub-clause shall cease if any repair is made or attempted to be made of it components

are installed other than by the Company or the Company's agents or without the

Company's written consent.

9. SERVICE AND MAINTENANCE RESPONSIBILITIES OF THE HIRER

(i) The Hirer shall be responsible for all routine and daily maintenance

inspection and safety checks in respect of the vehicle or vehicles.

(ii) The Hirer shall regularly clean the vehicle or vehicles to preserve both

THIS AGREEMENT is made the: (Date)

WHERE IT IS AGREED:-

FRIDGEEXPRESS LTD TERMS & CONDITIONS

bodywork and upholstery.

(iii) The Hirer shall promptly report damage to any vehicle or vehicles including

bodywork and repairs shall only be carried out by or with the permission of the

Company. The hirer shall be responsible for the costs of all such repairs.

(iv) The Hirer shall use its best endeavour to submit or make available for collection

the vehicle or vehicles to the Company or its appointed agent for maintenance by

the Company in accordance with the Company's obligations under clause 8. The

failure by the Hirer to submit the vehicle or vehicles at the agreed times to the

Company or its appointed agents shall absolve the Company from any of its

responsibilities under clause 8 above in relation to that particular vehicle to the

extent that such delay results directly in a loss to the Company and the Hirer shall

be responsible for any additional costs of maintenance as a result of the delay in

relation to that particular vehicle.

(v) The Hirer shall immediately inform the Company of all breakdowns or component

failures and shall wherever possible supply details of the cause of the breakdown or

failure advising the Company in each case of the accurate location of the vehicle.

In the event of the breakdown of a vehicle outside the United Kingdom the Hirer

shall be responsible for the cost of returning the vehicle to the United Kingdom.

(vi) In the event of any vehicle or vehicles suffering damage or loss howsoever caused

whilst in the use or possession of the Hirer (other than as a result of fair wear or negligence of the Company's agents or sub contractors) the Hirer shall be responsible for the cost of repairing such damage and making good all such loss incurred by the Company including the cost of a replacement vehicle.

vii) The Hirer shall be responsible for all costs incurred by the Company as a result of travelling towing and/or repairing any vehicle or vehicles which have

broken down as a result of the freezing or waxing of diesel fuel and brake air valves unless due to the act or omission of the Company, its agents or sub contractors.

(viii) The Hirer shall be responsible for all costs incurred by the Company as a result of

travelling towing and/or draining the engine and/or repairing the engine or fuel

pumps of any vehicle or vehicles which have broken down as a result of the use by the Hirer of contaminated, dirty or incorrect fuel and/or oil.

(ix) The Hirer shall at all times operate the vehicle or vehicles so as to comply with all

appropriate traffic legislation or regulations.

10. SUBSTITUTE VEHICLE

(i) The Company undertakes to promptly service, or repair any vehicle or vehicles

returned to the company due to mechanical breakdown. The Company will use

its best endeavours to provide a substitute vehicle of a similar type and carrying

capacity for the Hirer's use free of charge for the repair period only.

(ii) Once the servicing/repairs have been completed the Hirer must return the substitute vehicle to the Company within twenty four hours of a demand by the

Company. If the Hirer fails to return the substitute vehicle to the Company

following a demand the Hirer shall pay (in addition to any hire charges

hereunder) a rental for the substitute vehicle in accordance with the Company's

standard tariff.

(iii) Any substitute vehicle in accordance with this clause shall in all respects be

subject to the same terms and conditions of the Agreement.

11. TYRES

(i) The Company shall provide at its own cost all replacement tyres necessary as a result of fair wear or as a result of faulty manufacture.

(ii) The Hirer will be solely responsible for the cost including fitting charges of

repairing or replacing any tyres damaged due to punctures or blow-outs or as a

result of mis-use by the Hirer its servants or agents.

12. LIABILITY OF THE Company

(i) The Company shall not be responsible for any loss delay or damage howsoever

caused or arising to goods or despatched or delivered to or from or loaded or

unloaded from the vehicle or vehicles. The Hirer agrees to indemnify the

Company against any claim of this nature.

(ii) The Company shall not be responsible for any expense loss of profit, damage or

other consequential loss howsoever arising as a result of the mechanical or failure

of any vehicle howsoever caused.

(iii) The Hirer shall not load the vehicle with any goods of an inflammable corrosive

explosive or otherwise dangerous nature which may cause damage or loss to the vehicle unless the vehicle has been specifically constructed or designed to carry

such goods and the vehicle is adequately insured against the risk of carrying such goods.

13. INSURANCE

(i) You accept that you will insure the vehicle on a fully comprehensive basis to the

amount we will lose. Please note that you must insure to the value specified on the

front of this form. This is not the same value as will necessarily be paid by your

insurers. They are only going to pay what they regard as the market value of the

vehicle. Our value is the depreciated value by reference to our accounts or, if

greater, the amount we owe a bank or finance company for funding the acquisition

or leasing of the vehicle. Please consult your insurance brokers or insurers to obtain

gap insurance on the vehicle.

If the vehicle is damaged or stolen, until you or your insurance company has paid

us, you will be responsible for payment of the rent on the vehicle as we will be

unable to use it or repay the money owed or expended on its acquisition.

(ii) The Hirer shall immediately notify the Company of any accident causing damage to

the vehicle together with a copy of the accident report and

the whereabouts of the vehicle. The hirer shall continue to pay the hire charges

during any period of repair.

(iii) The Hirer agrees to indemnify and keep indemnified the Company against any

breach by the Hirer of its obligations under this clause against any claims made by

any third parties against the Company.

14. HIRER'S STATUTORY RESPONSIBILITIES

(i) The Hirer shall indemnify the Company against all fines, fixed penalties and excess

charges made payable by the Company by virtue of any of the provisions of relevant

road traffic legislation, as if the Hirer were the owner.

(ii) The Hirer undertakes that at all times where relevant legislation requires all persons

driving the vehicle or vehicles on behalf of or at the direction of the Hirer will have

a valid and current full driving licence and where appropriate a valid and current

HGV Licence or Large Goods Vehicle licence.

(iii) The Hirer undertakes that during the Hire Period it shall be liable as if the owner of

the vehicle or vehicles in respect of:

(a) any fixed penalty offence committed in respect of that vehicle under part 111 of the

Transport Act 1982 and

(b) any excess parking charge which may be incurred in respect of that vehicle in

pursuance of an Order made under Section 45 and 46 of the Road Traffic

Regulation Act 1984.

15. USE OUTSIDE THE UNITED KINGDOM

The Hirer shall not operate the vehicle outside the United Kingdom without the

prior consent in writing of the Company which may be given on such terms as the

Company may in its absolute discretion think fit. In the event of such consent

being granted the Hirer will indemnify the Company (or will make such insurance

arrangements as will cause the Company to be indemnified) against all claims and

expenses of whatsoever nature and howsoever arising from the use of the vehicle

outside the United Kingdom in the event of damage to the vehicle or mechanical

breakdown or failure.

16. TERMINATION BY DEFAULT

(i) Each party shall have the right at any time by giving notice in writing to the

other party to terminate this agreement in relation to the affected vehicles

forthwith upon any of the following events:

(a) if the other party commits a material breach of any of the terms and condition of

this agreement and upon notification in writing from the other party fails to

remedy such a breach within 14 days;

(b) if the other party suspends payment of its debts or goes into liquidation whether

voluntary or compulsory or becomes subject to bankruptcy proceedings or makes

composition with its creditors or has a Receiver or Manager appointed over all or

part of its assets;

(c) if the vehicle or vehicles or any accessories are seized under any execution or legal

process issued against the other party or under any distress for rent;

(d) the Hirer defaults in making payment of the hire charges or any other charge under

the terms of this Agreement for more than 30 days;

(ii)a) In the event that the Company exercises its rights of giving notice under

sub-clause hereof the Company shall have the right at any time to re-take

possession of the vehicle or vehicles and accessories (the Company being hereby

given the power to enter into and upon the premises in the occupation or under

the control of the Hirer in order to do so) and thereupon this agreement shall

cease and determine save only that the Hirer shall be liable for any antecedent

breach and shall also be liable to pay to the Company the hire charges which

would have been payable during the remaining contract period in relation to the

affected vehicle. After payment of the said hire charges, the Hirer shall have no

further liability to the Company.

17. PROVISIONS ON TERMINATION

(i) The provisions of this clause shall apply to the return of any vehicle or vehicles

following termination of this agreement howsoever caused.

(ii) Upon termination of the vehicle by the effluxion of time or for any other reason

the specified vehicle(s) shall be returned to the address nominated

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by the company in a good roadworthy condition and free of damage save for fair

wear and tear.

(iii) Upon return of the vehicle the Company shall undertake an inspection in order to

determine the condition of the said vehicle. In the event that the Hirer disagrees

with the results of the said inspection, the parties shall appoint an independent

third party to undertake a second inspection to determine, acting as an expert, the

condition of the vehicle. Any decision of such independent third party shall, in the

absence of manifest error, be binding on the parties.

(iv) The Hirer shall be responsible for the cost of replacing any parts or accessories of

the vehicle which are damaged or missing.

(v) Upon such inspection by the Company if the Company is of the opinion that the

vehicle is not in a satisfactory condition after making due allowance for normal

wear then the Hirer shall be responsible for the cost of putting the vehicle into a satisfactory condition.

(vi) If the vehicle has been painted in the Hirer's livery or bears the name of or the

distinctive marks of the Hirer, the Hirer shall be responsible for any costs incurred

by the Company in removing such livery.

(vii) The Hirer shall remain liable for on-going hire charges until such time as the vehicle is accepted by the Company as meeting the conditions laid out above in clause 17(ii).

18. FAILURE TO RETURN VEHICLE AT THE END OF THE HIRE PERIOD

In the event of the Hirer failing to return any vehicle at the end of the

Hire Period the provisions of this agreement shall continue so far as

they relate to the obligations of the Hirer. Unless agreement is reached between

the parties the Company reserves the right to increase the hire charges by 50%

and to re-take possession of the vehicle and accessories the Company being legally

given the power to enter into and upon the premises in the occupation or under

the control of the Hirer in order to do so.

19. LAW

This Agreement is made and shall be covered by English Law and parties hereby

submit to the exclusive jurisdiction of the English Courts.

20. GOVERNMENT LEGISLATION

The Agreement will be subject to increased rates due to additional costs resulting

from Government legislation which relate directly to the vehicles.

21. MAINTENANCE COST REVIEW

Annual maintenance cost review will be calculated from the annual retail price

index published in the Employment Gazette, by the central statistical office, under

the heading of Motor Vehicle.

22. FORCE MAJEURE

(i) Neither party shall be liable to the other for failure or delay in the performance of

its obligations hereunder if such failure or delay was caused by circumstances

outside of that party's reasonable control PROVIDED THAT it promptly notifies

the other party of the nature and extent of the circumstances in question.

(ii) During any period of failure or delay in performance by the Company, the Hirer

shall not be obliged to make payment in respect of those vehicles affected by force

majeure.

(iii) If the failure or delay in performance by either party specified in clause 25.1

continues for a period in excess of 56 days either party shall be entitled forthwith

to terminate this Agreement in respect of the vehicle(s) affected by force majeure

by written notice to the other party.

23. GENERAL

Any notice to be given by either party to the other under this Agreement shall

be in writing addressed to that other party at its registered office or principal

place of business or other such address as may at the relevant time have been

notified pursuant of this clause to the party giving the notice.

(I)

(II).

(III).

No waiver by either party of any breach of the terms and conditions of this

Agreement shall be considered as a waiver of any subsequent breach of the same or

any other terms and conditions of this Agreement.

If any of the terms and conditions of this Agreement are held by any competent

authority to be invalid or unenforceable in whole or in part,

the validity of the other terms and conditions of this Agreement and the remainder

of the term or condition in question shall not be affected thereby. The Hirer

acknowledges that the finance house used by the lessor to

fund goods have certain right under this agreement, even though are not signatories

of the same. These rights include:

a) The right to visit or enter the hirer's place/s of business to ascertain the

whereabouts of any goods funded by them:

b) The right to uplift the goods if the hirer is in payment arrears to the lessor or if the

lessor is in any breach (or howsoever described) under any agreement between the

lessor and the finance house:

c) In the event that the lessor enters administration receivership or liquidation and

has not paid the finance house for the goods, the finance house has the absolute

and immediate right to enter the hirer's premises or those of the hirer's customers

to identify the whereabouts and uplift the goods.

d) Alternatively, the finance house may, at its complete discretion and without

prejudice to their rights agree to enter into a direct relationship with the hirer to

continue leasing the goods until the end of the contract period under this

agreement

e) Subject to the finance house's agreement, if the lessor goes into administration,

liquidation or receivership the hirer shall be entitled to make rental payments to

the finance house directly so as to avoid termination of the contract period of that

agreement: such payments must be made without set off deduction or counterclaim