



RENTAL TERMS & CONDITIONS

September 30, 2025

DEFINITIONS

"**OWNER**" refers to GSB Rental (Pty)Ltd, registration number 2025/466659/07, the provider of aluminium tower rental services.

"**CUSTOMER**" refers to the individual or entity renting the aluminium tower equipment.

"**EQUIPMENT**" refers to the aluminium towers and any associated accessories provided under this agreement.

"**RENTAL PERIOD**" refers to the duration for which the equipment is rented, as specified in the rental agreement.

"**DESIGNATED ADDRESS**" 122 Koornhof Road, Meadowdale, Germiston 1501

"**DESIGNATED PURPOSE**" The particular function the designated item will serve.

"**INSTRUCTIONS**" The Instruction for assembly and use of the various aluminium tower types.

"**CONDITIONS**" Rental Terms and Conditions of GSB Rental (Pty)Ltd

"**LAYHER**" Original equipment manufacturer of aluminium tower equipment

1. **RENTAL AGREEMENT**

- 1.1. The rental agreement becomes effective upon the **CUSTOMERS'** acceptance of the **OWNERS'** quotation and payment of any required deposit.
- 1.2. The **OWNER** agrees to provide the specified equipment for the agreed **RENTAL PERIOD**, subject to availability.
- 1.3. This rental contract grants to the **CUSTOMER** the right to use the **EQUIPMENT** rented from the **OWNER** for the **RENTAL PERIOD** for the **DESIGNATED PURPOSE** in the Republic of South Africa.
- 1.4. Rental offers are subject to change and are not binding on **OWNER**(Pty)Ltd. They are subject to the proviso that the corresponding **EQUIPMENT** are available for the **DESIGNATED PURPOSE** in the Republic of South Africa.
- 1.5. Unless there is any agreement or confirmation to the contrary, rental contracts are concluded for a minimum **RENTAL PERIOD** of **1 week**.
- 1.6. The rental prices shall be calculated from the date of delivery or collection and the day of return of the **EQUIPMENT**. There will be no reduction on the rental prices for Weekends, Public Holidays, inclement weather or for any other reason beyond the **OWNERS'** control including (without limitation) strikes, lockouts, cessation of labour, transport delays and Government interference or control.
- 1.7. All subsequent rental periods shall be invoiced in advance for a period of 1 week.

2. **PAYMENT TERMS**

- 2.1.1. The **CUSTOMER** declares whilst completing this credit application:
- 2.1.2. that it grants permission to the **OWNER** to make contact with any of the references provided in this application for the purpose of assessing this application for credit facilities. Further, the **CUSTOMER** grants permission for the references to supply the information requested.
- 2.1.3. that it accepts that the **OWNER** will assess the creditworthiness of the **CUSTOMER** within the accepted practices of the **OWNER**, the outcome of the assessment being at the sole discretion of the **OWNER**;
- 2.1.4. that it authorises the **OWNER** to conduct an investigation into the credit worthiness of the **CUSTOMER**. Such consent and authorisation is given with respect to any and all persons who may conduct an investigation of the **CUSTOMER'S** credit worthiness on behalf of the **OWNER**, including independent contractors and credit agencies retained by the **OWNER** for such purpose. The **CUSTOMER** grants such consent and authorisation to the **OWNER** as of the date of this application. The **CUSTOMER** acknowledges that the **OWNER** may conduct a credit investigation of the **CUSTOMER** at any time from the date hereof. The **CUSTOMER** hereby waives any and all claims, past, present or future, which it may have against the **OWNER** by reason of any credit investigation made pursuant to the **CUSTOMER'S** consent and authorisation herein.
- 2.1.5. Should the **CUSTOMER** be in default of any payment on the due date, the **CUSTOMER** shall pay interest on the remaining balance outstanding at the rate as per the Prescribed Rate of Interest Act 55 of 1975 (as amended) or the National Credit Act 34 of 2005 (as amended), whichever is applicable.
- 2.1.6. The **OWNER** shall be entitled to refuse rental of the **EQUIPMENT** to any **CUSTOMER** in the event of overdue amounts owing by the **CUSTOMER** to the **OWNER** or in the event that a **CUSTOMER** is not able to obtain/provide satisfactory guarantees/suretyships.
- 2.1.7. It is specifically recorded and agreed that any late payments by a **CUSTOMER** shall constitute an automatic breach of the agreement entered into between the **OWNER** and the **CUSTOMER** and provided to the **CUSTOMER** by the **OWNER** and accordingly, the **OWNER** reserves the right at any time to refuse any further rental of **EQUIPMENT** to the **CUSTOMER** on any basis until all outstanding amounts including any accrued interest on such outstanding amounts have been settled in full by such **CUSTOMER**.
- 2.2. IT IS SPECIFICALLY RECORDED AND AGREED THAT THE **CUSTOMER** WAIVES ALL CLAIMS AGAINST THE **OWNER** FOR ANY DAMAGES OR LOSSES THAT IT MAY SUFFER AS A RESULT OF THE REFUSAL OF THE **OWNER** TO RENT **EQUIPMENT** TO THE **CUSTOMER** IN THE EVENT OF AN OVERDUE AMOUNTS, OR IN CONNECTION



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WITH ANY OTHER DISPUTE WHATSOEVER ARISING OUT OF PAYMENT FOR **EQUIPMENT**.

2.3. Unless otherwise stated, The **CUSTOMER** will pay within 7 days after receipt of invoice.

3. DELIVERY AND COLLECTION

3.1. The **CUSTOMER** is responsible for the collection, at the designated address, of the **EQUIPMENT**.

3.2. The **OWNER** can deliver the equipment to a specified site address provided by the **CUSTOMER** at a cost agreed in writing between parties.

3.3. Prior to taking delivery of the **EQUIPMENT** in terms of a rental transaction where the **EQUIPMENT** are delivered prior to the **CUSTOMER** having paid the **OWNER** the **CONTRACT PRICE** in full, the **CUSTOMER** must, at its own cost, arrange insurance cover with a reputable insurer which provides for the full replacement value of the **EQUIPMENT**. If requested by the **OWNER**, the **CUSTOMER** shall immediately provide evidence of the existence of such insurance.

4. USE OF EQUIPMENT

4.1. The **CUSTOMER** must not alter, modify, or misuse the equipment in any way.

4.2. The **CUSTOMER** acknowledges that is has been advised by the **OWNER** to refer to the **INSTRUCTIONS** before undertaking erection, dismantling and use of the **EQUIPMENT**. The **INSTRUCTIONS** are intended as a guide only and the **OWNER** does not accept any responsibility for any loss or damage that may occur in relation to the erection, dismantling and use of the **EQUIPMENT** at any site.

4.3. By signing these **CONDITIONS** the **CUSTOMER** acknowledges that it has been referred to the **INSTRUCTIONS** and agrees to comply with their contents together with all other legal requirements relating to the safe erection, dismantling and use of the **EQUIPMENT**.

4.4. All details or representations made in the **INSTRUCTIONS** or other publications shall only apply to the sole use of original **LAYHER** Equipment. The **EQUIPMENT** is designed, produced and configured for use with other original **LAYHER** products only and not for use with products of other manufacturers. Original **LAYHER** products differ in their structural design, material and production processes from the products of other manufacturers (including imitation products) and the **OWNER** accepts no liability for any loss, or damage suffered by the **CUSTOMER** in the event that the **CUSTOMER** chooses to mix original **LAYHER** products with those of other manufacturers.

4.5. The **CUSTOMER** must always erect, dismantle and use the **EQUIPMENT** in compliance with specific structural requirements, local circumstances and the specific requirements of public authorities or the law. It is the duty of the **CUSTOMER** to keep informed about all technical and statutory requirements for the structural design, structural stability, application or use of the **EQUIPMENT**.

4.6. The **CUSTOMER** is responsible for the safe erection, modification, dismantling and stability of the **EQUIPMENT**, the selection, type, implementation and testing of the tying materials, compliance with the technical standards and technical regulations for scaffolding, the generally accepted engineering principles for the planning, erection and dismantling of scaffolding, and for compliance with all public authority regulations and statutory provisions.

5. MAINTENANCE AND CARE

5.1. The **CUSTOMER** shall be obliged to carry out acceptance of the **EQUIPMENT**. The **CUSTOMER** shall confirm to the **OWNER** in writing that the **CUSTOMER** has taken over the **EQUIPMENT** properly and that they are fully functional without restriction, e.g. on a delivery note, consignment note or confirmation of receipt.

5.2. The **EQUIPMENT** shall be inspected in terms of clause 5.1 of the **CONDITIONS** above and the any attempted return of the **EQUIPMENT** or claims for defects shall be governed by that clause.

5.3. The **CUSTOMER** shall be obliged to comply with the **INSTRUCTIONS** as set out in clause 4 of the **CONDITIONS** in respect of the **EQUIPMENT** rented from the **OWNER** and to carry out any necessary registration or obtain any approvals for the use of the **EQUIPMENT**.

5.4. In addition to clause 4 of the **CONDITIONS** the **CUSTOMER** will at all times during the period of hire:

5.5. keep the **EQUIPMENT** in its custody and control;

5.6. ensure that the **EQUIPMENT** are erected and dismantled in a proper manner and only by those persons having the appropriate qualifications and experience to erect and dismantle the **EQUIPMENT** and in accordance with any instructions given out by the **OWNER**;

5.7. ensure that the **EQUIPMENT** are used **ONLY** within its designed load limits and other requirements. The **CUSTOMER** warrants that he is aware of all such limits and requirements;

5.8. take proper care of the **EQUIPMENT** and ensure that they are stored safely and properly;

5.9. retain possession and control of the **EQUIPMENT** at all times and not sell, loan, encumber or part with possession of it.

5.10. In the event that the **EQUIPMENT** are hired or leased to a third party, or the **EQUIPMENT** are moved to site which is not under the control of the **CUSTOMER**, the **CUSTOMER** must, on demand, notify the **OWNER** the location and place of usage of the **EQUIPMENT** and the contact of the site



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manager. In such cases, the **CUSTOMER** shall also, if demanded by the **OWNER**, obtain express written confirmation from the site manager that the **OWNER** is permitted to enter the premises for the purposes of inspection and/or repossession of the **EQUIPMENT** in the event of non-payment by the **CUSTOMER** or any other breach of these terms and conditions and must ensure that the **OWNER** has unimpeded access to any such site at any time on reasonable notice.

6. **INSURANCE**

- 6.1. The **CUSTOMER** shall insure the **EQUIPMENT** for the Period with a registered insurer and/or through an intermediary, both of the User's own choice, on a comprehensive basis for the full replacement value thereof plus Vat, under an insurance policy.
- 6.2. The **CUSTOMER** shall ensure that the **OWNER'S** interests are endorsed on the said policy/ies, and shall at all times comply with all the terms and conditions of such policy/ies.
- 6.3. The **CUSTOMER** hereby cedes to the **OWNER** as security for its obligations under this Agreement all its right, title and interest in and to said policy/ies.
- 6.4. In the event of the **CUSTOMER** fails to furnish the **OWNER** with proof of such insurance or in the event of the policy/ies becoming of no force or effect for any reason whatsoever the **OWNER** shall be entitled (but not obliged) to insure the **EQUIPMENT** and to reclaim the amount of such premiums and/or excesses from the **CUSTOMER** upon demand.
- 6.5. The **CUSTOMER** shall notify the **OWNER** immediately in writing if the **EQUIPMENT** or any part thereof are lost, stolen or damaged and shall do all that is necessary for the successful submission of a claim to the insurers.
- 6.6. The **CUSTOMER** is hereby given notice of their right of free choice in connection with their insurance obligations under this paragraph 6 in terms of section 43 of the Short Term Insurance Act, 53 of 1998 (the "**Act**"). The **CUSTOMER** represents and warrants that they have read understood and are fully acquainted with the aforesaid provision. By signing this **CONDITIONS**, the **CUSTOMER** acknowledges that he/she/it:
 - 6.7. was given prior written notice of its entitlement to the freedom of choice referred to in the Act;
 - 6.8. exercised that freedom of choice; and
 - 6.9. was not subject to any coercion or inducement as to the manner in which he/she/it exercised that freedom of choice.
- 6.10. The **CUSTOMER** shall not keep or do on or about the **EQUIPMENT** anything such as is liable to enhance any of the risks against which the **EQUIPMENT** may be insured to the extent that the insurance of the

EQUIPMENT is rendered void [invalid] or voidable or the premiums of such insurance are, or become liable to be, increased.

7. **WARRANTS AND LIABILITY.**

- 7.1. Subject to any warranties that may be implied by the CPA (to the extent that the CPA is applicable to the **CONDITIONS**):
- 7.2. The **OWNER** does not make any representations nor, unless expressly given in writing, give any warranty or guarantee of any nature whatsoever, whether express or implied, in respect of the **EQUIPMENT** including but not limited to implied warranties of merchantability and fitness or suitability for any **DESIGNATED PURPOSE**;
- 7.3. The **OWNER** does not warrant that the **EQUIPMENT** are suitable for the purposes of the **CUSTOMER** or that the **CUSTOMER** will be granted any license or consent which may be necessary for the carrying on of any business or activity in relation to the **EQUIPMENT**.
- 7.4. The **CUSTOMER** warrants such warranties being material and going to the root of the **CONDITIONS**:
 - 7.4.1. that all information supplied to the **OWNER** by the **CUSTOMER** or anyone on its behalf concerning **CUSTOMER'S** business in whatever form, is true and correct in all material aspects;
 - 7.4.2. that, if the **CUSTOMER** be a juristic person, then its asset value or annual turnover, as at the signature date exceeds the monetary threshold (for the purposes of section 5(2)(b) of the CPA) as stipulated and calculated in the Regulations contained in Government Gazette No. 294 of 1 April 2011 or as amended from time to time.
- 7.5. To the extent permissible by law and subject always to the provisions of the CPA, if applicable:
- 7.6. The **CUSTOMER** shall have no claim for damages against the **OWNER** by reason directly or indirectly of:
 - 7.6.1. the condition or state of repair at any time of the **EQUIPMENT**;
 - 7.7. any breakdown of, or interruption in the operation of, any machinery, plant, equipment, installation or system situated in or on, or serving the **EQUIPMENT**;
 - 7.7.1. any interruption of, or interference with, the enjoyment or beneficial occupation of the **EQUIPMENT**; or
 - 7.7.2. any other event or circumstance whatever occurring, or failing to occur, upon, in, or about the **EQUIPMENT**, whether or not the **CUSTOMER** could otherwise have been held liable for such occurrence or failure.
- 7.8. The **CUSTOMER** indemnifies the **OWNER** against all liability to any of the associates, directors, members, agents, customers, servants, guests and other invitees of the **CUSTOMER**, and all other



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persons who may enter upon the **EQUIPMENT** or any parts thereof through or under the **CUSTOMER**, in consequence of any such matter as is referred to in paragraphs 7.6.1 to 7.7.2 and **Error! Reference source not found.** above;

7.9. The **OWNER** shall not be liable to the **CUSTOMER** for any consequential, indirect, special, punitive or incidental damages, whether foreseeable or unforeseeable, based on claims of the **CUSTOMER**, arising out of breach or failure of express or implied warranty, breach of contract, misrepresentation, negligence, strict liability in delict or otherwise, whether based on Agreement, any commitment performed or undertaken under or in connection with this **CONDITIONS**, or otherwise.

8. TERMINATION AND CANCELLATION

8.1. Either party may terminate the agreement with written notice if the other party breaches any terms of the agreement.
 8.2. The **CUSTOMER** may cancel the agreement by providing 7 days' written notice.

9. RETURN OF EQUIPMENT

9.1. The **CUSTOMER** will be responsible for returning of all **EQUIPMENT** to the **OWNER**, and for providing the **OWNER** with a delivery note in which all the **EQUIPMENT** returned are itemised.
 9.2. Returns of the **EQUIPMENT** must be made during the **OWNER's** normal business hours and to the **OWNER's** depot in 122 Koornhof Road, Meadowdale, Germiston 1501 unless prior arrangements have been agreed in writing with the **OWNER**. The **CUSTOMER** must return the **EQUIPMENT** in a clean and usable condition.
 9.3. The **OWNER** shall be entitled to take immediate possession of and collect the **EQUIPMENT** rented by the **CUSTOMER** either in whole or in part at the **OWNES's** discretion. In addition to that in this case, either the **OWNER** or any third parties commissioned by **OWNER** shall be entitled to enter the **CUSTOMER'S** property or its business premises in order to collect the **EQUIPMENT** rented by the **CUSTOMER**. The same shall apply if the **EQUIPMENT** need to be collected from the **CUSTOMER'S** clients.
 9.4. Upon return of the **EQUIPMENT**, whether by collection by **OWNER** or delivery of the **EQUIPMENT** by the **CUSTOMER** to the premises of the **OWNER**, the **OWNER** will check the quantity and condition of the **EQUIPMENT** at it premises. If the **OWNER** finds any discrepancy with the quantity and condition of the **EQUIPMENT** advised by the **CUSTOMER** when returning the **EQUIPMENT**, it will arrange for an independent party to check the quantity and condition of the **EQUIPMENT**. The independent party's assessment of the

EQUIPMENT returned and its condition at the time of return.

9.5. When the **CUSTOMER** returns the **EQUIPMENT** in a worse condition than can be accounted for by fair wear and tear, the **OWNER** may charge the **CUSTOMER** for cleaning, reconditioning, renewing or replacing the **EQUIPMENT** as it considers necessary in its sole discretion.

9.6. If the **CUSTOMER** fails to return the **EQUIPMENT** to **OWNER** in accordance with this clause, or if the **OWNER** receives notice that the **EQUIPMENT** has been lost, of the **CUSTOMER** is unable to produce any item after reasonable notice from the **OWNER**, the **EQUIPMENT** will be treated as "lost equipment". The **OWNER** may, at its sole discretion invoice the **CUSTOMER** for the lost equipment for a sum equal to the standard sale price of the lost equipment at the time that of the preparation of the invoice for the lost equipment. The rental charge for the lost equipment will continue to until the **CUSTOMER** pays the charge for the lost equipment.

10. OWNERSHIP

10.1. The **EQUIPMENT** always remains the property of the **OWNER**.
 10.2. The **CUSTOMER** does not acquire any ownership rights to the equipment through this rental agreement.

11. DISPUTE RESOLUTION

11.1. Any disputes arising from this agreement will be resolved through [mediation/arbitration] in accordance with South African law.

12. GOVERNING LAW

12.1. These **CONDITIONS** is governed by and construed in accordance with the laws of the Republic of South Africa.

ACCEPTANCE OF RENTAL TERMS AND CONDITIONS

	TICK	COMPANY NAME
COMPANY		
PRIVATE		
REPRESENTATIVE NAME		
SIGNATURE		
DATE OF SIGNATURE		