

# Hire Terms and Conditions

In these terms and conditions, **Swagelok** means Swagelok Australia or Swagelok New Zealand and the **customer** means the individual or organisation hiring the equipment. **Equipment** refers to the equipment and/or tools that are being hired.

## 1. HIRE PERIOD

The rental period commences on the date nominated by the customer. The hire period will end when the customer advises that the equipment is to be collected via their nominated courier or received at our premises.

## 2. DAILY HIRE RATES

The minimum hire charge is for one day. In this case a day is a 24 hour period.

## 3. WEEKLY HIRE RATES

The rate charged is for a seven day week.

## 4. MONTHLY HIRE RATES

The rate charged is for a four week period and is payable at the end of each four week period.

## 5. DELIVERY & RETURN OF EQUIPMENT

Delivery and return of the equipment to and from the customer shall be at the customer's cost. It is the customer's responsibility to have the equipment returned to Swagelok Premises. The equipment must be returned in the same condition in which the equipment left Swagelok premises.

## 6. CUSTOMER'S COVENANTS

The customer agrees with Swagelok that:

- a. The equipment will remain the property of Swagelok and Swagelok may lodge this hire with the Personal Property Securities Register. [PPSR](#)
- b. The customer shall not sell, hire, charge, pledge, or part with possession of the equipment.
- c. The customer shall use the equipment for its intended purpose, in a careful and proper manner, without tampering with the equipment, or letting any other person/persons do so.
- d. The customer shall permit Swagelok to enter the premises where the equipment is located at all times in order to inspect the equipment and perform any necessary repairs.
- e. The customer accepts full responsibility to guard the equipment against and be solely responsible for theft, damage or negligence until it has been returned to Swagelok.
- f. Swagelok shall be reimbursed for any equipment damage, loss or maintenance required as a result of the customers use, acts or carelessness with the equipment.
- g. The customer will immediately notify Swagelok of any breakdown of the equipment and shall not attempt to repair the equipment without the consent of Swagelok.
- h. The customer shall be solely responsible for any loss or damage arising out of the use of the equipment and which is suffered by the hirer or any third party whether or not such damage is caused by accidental events, acts of third parties, or unauthorised acts of agents of the hirer or acts of the hirer's employees or contractors.
- i. Swagelok will only hire the equipment to person/persons that they deem to be competent to use the equipment. This decision is to be made at Swagelok's discretion.
- j. By proceeding to purchase order for this hire request, the customer is agreeing to the terms and conditions set out in this document.

## 7. WARRANTY

Swagelok warrants that each item of the equipment hired is of merchantable quality and fit for the purpose for which it was designed.

**“This Hire is for use with Genuine Swagelok products only. Under no circumstances should Swagelok tooling be used with other manufacturers branded products, intermixing or interchanging of parts between Swagelok and other manufacturers branded products.**

**Please review our Swagelok Warranty and Information on Intermix/Interchange as all manufacturers warranties will be voided.**

**The overall performance of the assembly and tooling can be compromised under these circumstances and the customer will be fully liable if Swagelok Swaging tool equipment is damaged.”**

The customer acknowledges that it has not relied upon any statement by Swagelok in regards to the customer's purposes for the equipment, therefore Swagelok is not responsible for failure or damage caused to the equipment when being used outside the purpose for which it was designed.

## 8. EARLY TERMINATION OF AGREEMENT

Notwithstanding the rental period, Swagelok reserves the right to reclaim their equipment from the customer. This right is at the discretion of Swagelok. The applicable rental will be adjusted in this case and payable in accordance to Swagelok terms and conditions.

The above conditions make up the agreement between Swagelok and the customer with regards to equipment hire. The conditions shall not be amended in any way, except those that are in writing and signed off by both parties.

