

General Terms & Conditions for Equipment Rental

Company: Raqtan Company ("Raqtan")

Rental Partner: ekuep Rentals ("ekuep")

Service Description: Equipment rental services provided by Raqtan, powered by ekuep Rentals

1. Definitions

1. **Equipment:** All items, machines, appliances, accessories, containers, cabins, cold rooms, and related components rented under this agreement.
 2. **Client:** Any individual or legal entity renting equipment from Raqtan.
 3. **Rental Period:** The period during which the Equipment is deemed on hire, as defined in Clause 5.
 4. **Minimum Hire Period:** The minimum rental duration stated in the quotation or agreed in writing.
 5. **Minimum Hire Charge:** The minimum payable rental amount corresponding to the Minimum Hire Period, irrespective of early return.
 6. **Site:** The location where the Equipment is delivered, installed, operated, or stored.
 7. **Normal Wear and Tear:** Reasonable deterioration resulting from proper and intended professional use.
-

2. Scope of Rental

1. Raqtan provides professional equipment rental solutions powered by ekuep Rentals, including foodservice, refrigeration, kitchen, containerized, and support equipment.
 2. Equipment is rented strictly for commercial and professional use unless otherwise agreed in writing.
 3. Sub-rental, assignment, relocation, or transfer of the Equipment is prohibited without prior written approval from Raqtan.
-

3. Quotations & Orders

1. All quotations are subject to availability and valid for the period stated.
 2. Any rental duration stated in the quotation shall be deemed the **Minimum Hire Period**, and any total amount stated shall be deemed the **Minimum Hire Charge**.
 3. A signed agreement, approved purchase order, or advance payment (where applicable) is required prior to mobilization.
 4. Raqtan reserves the right to substitute equipment with equivalent or superior specifications where necessary.
-

4. Rental Commencement & Duration

1. The Rental Period shall commence on the earlier of:
 2. (a) the date the Equipment is dispatched from Raqtan or ekuep warehouse; or
 3. (b) the agreed delivery or handover date.
 4. Delays caused by site readiness, access restrictions, permits, or Client instructions shall not postpone the Rental Period.
 5. Early return of Equipment does not entitle the Client to any refund or reduction of the Minimum Hire Charge.
-

5. Extensions & Renewals

1. Any extension of the Rental Period must be requested in writing prior to expiry and is subject to availability.
 2. Extended rental periods may be subject to revised rates.
 3. Raqtan reserves the right to apply reasonable rate adjustments for extended or renewed rental periods.
-

6. Pricing, Payments & Taxes

1. All prices are exclusive of VAT unless stated otherwise.
 2. Payment terms shall be strictly as per the quotation or agreement.
 3. Raqtan may require full or partial advance payment or a security deposit.
 4. Late payments may result in suspension of services, retrieval of Equipment, and additional charges.
-

7. Delivery, Installation & Collection

1. Delivery, installation, dismantling, and collection charges are quoted separately unless explicitly included.
 2. The Client shall ensure clear access, site readiness, utilities, ground stability, and safe working conditions.
 3. Failed or delayed delivery or collection due to site conditions, access issues, or Client delays may be chargeable.
 4. Loading, unloading, positioning, and lifting arrangements at Site are the Client's responsibility unless agreed otherwise.
-

8. Utilities, Commissioning & Site Conditions

1. Connection and disconnection of electrical, gas, water, drainage, and ventilation services are the Client's responsibility unless agreed otherwise.
2. Equipment must be commissioned and operated only by qualified personnel.

3. Inadequate utilities, ventilation, water quality, or power supply may result in malfunction for which Raqtan bears no responsibility.
-

9. Operation, Care & Cleaning

1. The Client shall operate the Equipment strictly in accordance with manufacturer and safety instructions.
 2. Daily cleaning and routine care of the Equipment during the Rental Period is the Client's responsibility.
 3. At the end of the Rental Period, the Equipment must be returned fully cleaned, hygienic, and in good working condition, fair wear and tear excepted.
 4. Additional cleaning, repairs, or missing accessories will be charged to the Client.
-

10. Maintenance, Service & Call-Outs

1. Preventive and corrective maintenance resulting from normal use is included unless stated otherwise.
 2. The Client shall immediately notify Raqtan of any malfunction.
 3. If inspection reveals that the issue is caused by misuse, negligence, incorrect operation, poor utilities, inadequate ventilation, or if no fault is found, Raqtan reserves the right to charge service call-out, labor, and transport costs.
-

11. Damage, Loss & Consumables

1. The Client is fully responsible for the Equipment from dispatch until accepted return.
 2. Loss, theft, or irreparable damage shall be charged at full replacement value.
 3. Consumables such as filters, water treatment materials, salts, bulbs, blades, and similar items are the Client's responsibility.
-

12. Inspection & Access

1. Raqtan or its authorized representatives may access the Site during business hours to inspect, service, or retrieve the Equipment.
 2. The Client shall obtain all necessary permits or permissions to allow such access.
-

13. Health, Safety & Compliance

1. The Client shall comply with all applicable laws, regulations, and safety standards in the Kingdom of Saudi Arabia.

2. The Client is responsible for site-specific health and safety compliance, including fire protection and operator safety.
 3. Raqtan shall not be liable for penalties arising from Client non-compliance.
-

14. Liability & Exclusions

1. Raqtan shall not be liable for indirect or consequential losses, including loss of business, revenue, or opportunity.
 2. Raqtan shall not be liable for loss, spoilage, or contamination of food or consumables due to equipment failure.
 3. Raqtan's total liability shall not exceed the total rental charges paid for the Minimum Hire Period.
-

15. Force Majeure

Raqtan shall not be liable for delays or failures caused by events beyond reasonable control, including natural disasters, government actions, pandemics, labor disruptions, or supply chain constraints.

16. Termination

1. Raqtan may terminate the rental agreement in case of non-payment, misuse, breach of terms, or insolvency of the Client.
 2. Upon termination, all outstanding charges become immediately payable and the Client shall allow immediate access for Equipment retrieval.
-

16A. Cancellation After Order Confirmation

1. Once a quotation is accepted, purchase order issued, or order confirmed in writing ("Order Confirmation"), the rental is deemed contractually binding.
 2. If the Client cancels the order after Order Confirmation and **before dispatch or delivery**, Raqtan shall be entitled to deduct or invoice **cancellation charges** as follows:
 3. a. **Up to 14 days before scheduled delivery:** up to **30%** of the Minimum Hire Charge;
 4. b. **7-13 days before scheduled delivery:** up to **50%** of the Minimum Hire Charge;
 5. c. **Less than 7 days before scheduled delivery:** up to **75%** of the Minimum Hire Charge.
 6. If cancellation occurs **after dispatch or delivery**, the Client shall be liable for **100% of the Minimum Hire Charge**, plus any delivery, installation, dismantling, or collection costs incurred.
 7. Cancellation charges reflect preparation, reservation, logistics, mobilization, and opportunity costs and may be deducted from any advance payment or deposit.
 8. Any balance remaining after deduction shall be payable immediately by the Client.
-
-

17. Ownership, Branding & Insurance

1. All Equipment remains the property of Raqtan or ekuep at all times.
 2. Ownership labels, serial numbers, and branding must not be removed or altered.
 3. Insurance for loss, theft, and third-party liability is the Client's responsibility unless agreed otherwise.
-

18. Governing Law & Jurisdiction

These Terms & Conditions shall be governed by and construed in accordance with the laws of the Kingdom of Saudi Arabia. Saudi courts shall have exclusive jurisdiction.

19. Acceptance

By signing the agreement, issuing a purchase order, making payment, or accepting delivery, the Client confirms acceptance of these General Terms & Conditions.

Raqtan Company

Powered by **ekuep Rentals**