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ركاز الجودة للمقاولات العامة Rakaz Al Joudah General Contracting

C.R. No: 2050175808

VAT NO: 301143888700003

7279 Al Khobar Al Janubiyah

5207 Al khobar 34622

Saudi Arabia

السجل التجاري: ٢٠٥٠١٧٥٨٠٨

الرقم الضريبي: ٣٠١١٤٣٨٨٨٧٠٠٠٠٣

٧٢٧٩ الخبر جنوبية

٥٢٠٧ الخبر ٣٤٦٢٢

المملكة العربية السعودية

Rakaz Al Joudah General Contracting (RJGC) Terms & Conditions (Equipment Rental)

1. Parties & Definitions

“Lessor / Service Provider” means Rakaz Al Joudah General Contracting Co. (RJGC).

“Lessee / Client” means the customer named in the quotation / LPO.

“Equipment” means the rented machines listed in the quotation.

“Hire Period” means the chargeable rental period as defined herein.

2. Quotation Validity / Order Confirmation

This quotation is valid for the period stated on the quotation (or, if not stated, for 7 days). Rental is confirmed only upon receipt of the Client’s LPO / written acceptance, and (where applicable) any advance payment or approved credit terms.

3. Payment Terms

Payment shall be made within 15 days from invoice date unless otherwise agreed in writing.

Monthly rentals are invoiced monthly; rentals shorter than one month may be invoiced weekly.

RJGC reserves the right to suspend service / collection / demobilize equipment in case of overdue payments.

4. Prices, VAT & Taxes

All rates are in SAR and exclude VAT unless explicitly stated otherwise. VAT is applied according to KSA regulations (currently 15% where applicable).

5. Delivery, Access, Permits & Hire-Period Calculation

All tolls, gate passes, site access permits, port/free-zone entry fees, and site loading/unloading arrangements are the Client’s responsibility (unless stated otherwise). Delays due to access/permits/inspection do not stop rental counting.



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If the Client arranges transportation: Equipment is considered on hire from the time it leaves RJGC yard/warehouse until it is returned to RJGC yard/warehouse.

If RJGC arranges transportation: Hire starts when the Equipment is delivered to site (if delivery is after 12:00 PM, rental starts from the next day) and ends on the date the Client notifies RJGC to demobilize (subject to minimum hire).

6. Extensions / Minimum Hire / Early Return

Extensions are charged based on the minimum hire period or pro-rata of the monthly rate (as applicable). Early returns may trigger rate revision and/or invoicing of the minimum agreed rental period in full.

7. Breakdowns, Misuse & Callout Costs

Costs arising from improper operation/incorrect use, negligence, unsuitable site conditions, or failure to follow manufacturer/RJGC instructions are borne by the responsible party:

- Client operator / Client control: Client bears full responsibility (including running out of fuel, misuse of emergency stop, poor fuel quality causing filter blockage, improper handling, overloading, or using the Equipment outside rated capacity/approved method).
- RJGC operator: Responsibility is determined based on RJGC investigation and assigned to the party at fault. Where failure is due to Client site conditions, Client instructions, or third-party actions, costs remain to the Client.

8. Insurance

Unless otherwise agreed in writing, insurance is the Client's responsibility for the Equipment and operations at site.

9. Damage, Theft & Loss

The Client is responsible for any damage due to negligence, misuse, site conditions, vandalism,



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or theft (including tires, paint, decals, and accident damage). Repair/replacement costs will be invoiced to the Client under the original rental order / LPO.

10. Permitted Usage Hours / Overtime

Unless pre-agreed, rates are based on 10 hours/day or 60 hours/week or 260 hours/month. Excess usage is charged pro-rata at the end of the hire period. If utilization is lower due to reasons not attributable to RJGC, charging remains based on the agreed rental basis.

11. No Discount for Low-Utilization Periods

Rates are final and not subject to discount due to Ramadan hours, holidays, summer timings, or site-specific working hours.

12. Daily Checks / Consumables

The Client is responsible for daily checks and top-up of lubricants, oil, water and coolant as required (unless otherwise stated).

13. Fuel (Diesel)

Equipment is delivered with minimal fuel unless the Client requests otherwise in advance. Diesel consumption and refueling are the Client's responsibility. Any downtime due to lack of fuel is chargeable.

14. Authorized Signatures / Site Acceptance

Any Client employee/contractor/subcontractor who signs the delivery/collection/hire documents is deemed an authorized signatory, regardless of position.

15. Operators, Equipment Operation & HSE

Operator supply must be stated: The quotation / LPO must clearly state whether the operator is provided by RJGC or by the Client. If not stated, it shall be deemed that the Client provides the operator.

Client responsibilities (always): The Client shall ensure safe site conditions including (as applicable) access/egress, exclusion zones, adequate lighting, ground bearing capacity/level



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surface, permits, and provision of banksman/spotter/signalman when required by law/site rules or the nature of the work. The Client remains responsible for overall work supervision, method statements, and lifting plans (if applicable).

If the Client provides the Operator: Operation must be performed only by professionally trained, licensed/certified personnel using proper PPE and following manufacturer/RJGC safety instructions. RJGC bears no liability for accidents, injuries, third-party claims, or Equipment damage arising from operation under Client-provided personnel or Client-controlled subcontractors. Any standby/delay caused by Client operator absence, late arrival, shift change, or lack of coordination remains chargeable.

If RJGC provides the operator: RJGC will provide a trained, licensed/certified operator equipped with appropriate PPE. RJGC is responsible for accidents and Equipment damage caused by improper operation by RJGC's operator. However, RJGC is not liable for accidents/damages arising from (i) unsafe/unsuitable site conditions, (ii) Client instructions overriding safe operation, (iii) third-party actions, or (iv) work methods/lift plans controlled by the Client; such matters remain the Client's responsibility. Any standby/delay due to Client-side access, permits, banksman/spotter unavailability, unsafe conditions, or workfront readiness remains chargeable.

Operator working hours / overtime (where applicable): If operator services are included or priced separately, the operator's working hours, overtime, Friday/holiday work, standby, and meal/break rules (if any) shall be as per the quotation rate card or agreed pro-rata basis. If the Equipment is on hire/standby at site, minimum hire rules remain applicable.

16. Licensed Operators

All operators must hold valid driving/license/certification suitable for the Equipment.



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17. Transportation & Loading (If Client Arranges Transport)

Drivers must be certified and licensed; transport vehicles must be roadworthy; Equipment must be secured using certified lashing/ancillaries as per manufacturer recommendations.

Before mobilization, the Client shall provide required documents such as driver Iqamah and a photo of the lowbed/wrecker/flatbed showing plate number (or other documents requested for gate entry).

18. Suspension / Repossession

In case of non-compliance with payment terms, RJGC may repossess equipment and/or temporarily shut down equipment without prior notice, subject to applicable law.

19. Legal Action / Recovery

Failure to adhere to payment terms may lead to legal action to recover outstanding amounts and associated damages/losses incurred during recovery.

20. Collection / Recovery Charge

If legal recovery is required through courts due to non-payment, the Client shall compensate RJGC a minimum administrative/recovery charge of SAR 10,000 per unpaid hire contract, in addition to amounts due (subject to applicable law).

21. Governing Law

This quotation and any rental agreement are governed by the laws and regulations of the Kingdom of Saudi Arabia.