

Return Conditions

Grounds Maintenance Goods, Materials Handling Goods and Construction Goods

These RETURN CONDITIONS form part of the terms of the Agreement numbered _____

Between

- 1) **mitsubishi HC CAPITAL UK PLC trading as Novuna Business Finance** (Company Number 01630491) whose registered office is at Novuna House, Thorpe Road, Staines-upon-Thames, Surrey TW18 3HP, and its successors and assigns (the “**Lender**”) and
- 2) _____ (the “**Customer**”) in respect of the Goods (as defined therein) (the **Agreement**).

Unless otherwise specified, capitalised words used in this Schedule shall have the same meaning given to them in the Agreement provided that references to Vehicles in this Schedule shall have the same meaning as Goods in the Agreement.

1. On return of the Goods to the Lender the Customer shall ensure that it is in the same working order as when originally commissioned into use, save only for fair and normal wear. The following shall be the minimum acceptable return condition of the Goods:
 - a) the engine, cylinder head, cylinder block, transmission and hydraulic system, the mainframe platform, front and back end goods, axles, the frame skip, forks, bucket and blades (as applicable) shall be free from cracks, flaws and damage;
 - b) all undercarriage components including but not limited to, tracks, trackers, rollers, running gear and any ground engaging goods including any wear plate, cutting edge or teeth shall be no more than 50% worn;
 - c) all tyres, including spare (when appropriate) shall have not less than 50% of the original tread depth when the tyre was new; re-cuts and remoulds shall not be accepted; neither shall there be a mismatch of tread pattern or tyre size or type between the tyres (including spare) fitted to the Goods; all tyres shall be of acceptable premium manufacture, such as Dunlop, Pirelli, Michelin or Goodyear, and all tyres shall be free from punctures, cuts, gouges, flat spots or damage to the side walls and be inflated to the correct pressures (where appropriate);
 - d) the engine shall operate according to the specification of the manufacturer with no oil leaks or excessive smoke emitting from the exhaust or any other ports; there shall be no ingress of water into the lubrication, hydraulic or electrical systems; all transmissions, clutches and drive axles shall function properly with no slipping or grabbing being present in the operation of the Goods; there shall be no breakage or damage to the engine, transmission and radiator mountings;
 - e) all safety devices including, but not limited to, manual descent, load movement, reach limit systems, guards, control modules, footswitches, brakes and lock out valves shall operate properly; steering systems shall be in a safe operational condition;
 - f) the brakes shall operate properly and hold the Goods to the standard specified by the manufacturer; there shall be no evidence of heat discoloration or warpage caused by failure to release the parking brake;
 - g) the radiators and cooling system in general shall be free from leaks, punctures or holes and be capable of sustaining the Goods within its normal operating temperature range and be filled with the correct coolant solution (including anti-freeze additives in accordance with the manufacturer’s recommendations);
 - h) all chains shall be free from corrosion, wear and stretch, all bearings shall not show any signs of damage or uneven wear;
 - i) batteries shall be fully operative and by industry standards shall be free of corrosion and properly filled with the correct electrolyte solution; all the cells shall be fully operative and be capable of maintaining the required charge and with no leaks or cracks to the battery casing;
 - j) all hydraulic cylinders and rams shall be in working order, not bent and free from leaks, pitting, corrosion, scoring and shall operate according to the manufacturer’s specifications for reach and pressure; all hydraulic motors and pumps shall function properly and be devoid of cracked casings and damaged hoses and joints; all hydraulic hoses and connections/couplings shall be free from leaks and damage;

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- k) all controls, switches, gauges, associated wiring, connections and other like items shall be complete and in full working order;
 - l) any interior or cab shall be free from tears or deep scratches, with doors and windows functioning properly; upholstery, door panels, head lining and dash panel shall be clean and undamaged;
 - m) any PTO and hydraulic link arms originally supplied with the Goods when it was delivered to the Customer shall be complete and fully operational; all weights originally supplied with the Goods shall be returned complete;
 - n) any Goods working in a corrosive environment including, but not limited to, salt, chemical, fertiliser or salt water shall be suitably protected; there shall be no excessive corrosion;
 - o) any accessories and attachments supplied with the Goods when it was originally delivered to the Customer shall be complete and fully operative and any consumable items shall have been replaced prior to the return of the Goods;
 - p) all service and maintenance records applicable to the Goods together with valid test certificates, valid plating certificates, valid tax discs, V5 registration document and all similar documents (as appropriate) shall be delivered to the Lender upon the return of the Goods;
 - q) all safety equipment shall be in place and meet current health and safety at work legislation (during the letting of the Goods and at the date of return) and conform to European C.E. standards and all government standards. The Goods shall have full CE Certification;
 - r) all windows, windscreens, lenses and gauge glasses shall be present, undamaged, correctly fixed and fully functioning;
 - s) all mechanical and electrical drive chains shall be in a good condition, with no more than 40% wear in respect of any drive chain;
 - t) if so equipped, all booms shall be straight and true within original manufacturer's specifications and tolerances; all standard rigging including sheaves, pendants, fairleads necessary for industry standard lift crane and boom trucks shall be returned with each Goods;
 - u) all dirt, refuse, asphalt, gravel and like material shall be removed properly and without damage to the Goods;
 - v) an end of season service shall have been completed by a manufacturer accredited service agent;
 - w) all roads lights shall be complete and in full operating order;
 - x) the Goods shall be fit for use on the roads in the United Kingdom where such Goods has previously been used by the Customer on such roads; and
 - y) where the Goods is registered for use on roads in the United Kingdom and/or where required by law, the Goods shall have a current valid Department of Transport Test Certificate appropriate for its class (including, without limitation, any ATP or TIR Certification) and which, at the date of return of the Goods, has a minimum of six months remaining until expiry.
2. The Goods shall not be stored for more than 180 days.
3. During any storage of Goods (which is plant and grounds maintenance equipment or construction equipment) the Customer shall ensure that the Goods are stored in situ, under power, out of use, secure and readily available for demonstration.

Signed by the Customer

Full name in
BLOCK Capitals _____
Position Held _____

(to be signed by the same person as the Agreement)

Signed for and on behalf of Novuna Business Finance

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