

TERMS AND CONDITIONS OF HIRE

1 General

- 1.1 The acceptance of this quotation reference [INSERT] dated [INSERT] (“**Quotation**”) includes the acceptance of the following terms and conditions (“**Agreement**”), and no alteration, variation, departure therefrom or addition thereto shall affect or be binding upon us, unless agreed in writing. In the event of any conflict between the terms of the Quotation and the Agreement, the terms of the Quotation shall prevail.
- 1.2 Unless previously withdrawn, the Quotation is open for acceptance within the period stated therein or, when no period is so stated, within thirty days only after its date.

2 Definitions and interpretation

2.1 Definitions

Unless otherwise stated, the following words and expressions when used herein shall have the following meanings:

- 2.1.1 "**Business Day**" means any day other than a Saturday or Sunday on which banks generally are open for business in London;
- 2.1.2 "**Commencement Date**" means the date of the delivery of the Equipment to the Location;
- 2.1.3 "**Default Rate**" means 5% per annum;
- 2.1.4 "**Discount Rate**" means 0,5% per annum;
- 2.1.5 "**Equipment**" means the equipment specified in the Quotation or any of it, together with all parts, replacements and renewals thereof and all additions, which become our property, and accessories thereto and, wheresoever the context admits, includes each item comprised in the Equipment;
- 2.1.6 "**Hire Charges**" means the charges payable in relation to the Equipment pursuant to the terms of this Agreement and the Quotation and any amounts expressed to be payable by way of additional Hire Charges in respect of the Equipment;
- 2.1.7 "**Hire Period**" means the period stated in the Quotation from and including the Commencement Date;
- 2.1.8 "**Hirer**" means the person to whom the Quotation is addressed;
- 2.1.9 "**Location**" means the site where the Equipment is to be delivered, installed and operated;
- 2.1.10 "**Tax**" includes all taxes, charges, imposts, duties, levies or fees of any kind whatsoever payable at the instance of or imposed by any governmental, fiscal or taxing authority whatsoever whether in the United Kingdom or elsewhere, together with any penalties, additions, fines, or interest relating thereto, and Taxes and Taxation and cognate expressions shall be construed accordingly;

- 2.1.11 "**Termination Event**" means any of the events specified in Clause 11.1;
- 2.1.12 "**Total Loss**" means an actual or constructive or arranged total loss as a result of the Equipment (or any item of the Equipment) being lost, destroyed, stolen, confiscated, damaged beyond economic repair or otherwise rendered unfit for or unable to be used and the date of such Total Loss shall be the date of the loss, destruction, theft, confiscation or damage beyond economic repair or, if later, the date it is declared by insurers or otherwise adjudged by such insurers to be a total loss; and
- 2.1.13 "**Value Added Tax**" means value added tax as provided for in the Value Added Tax Act 1994 and legislation supplemental thereto or any similar or equivalent Tax.

2.2 Interpretation

In this Agreement, unless the context otherwise requires:

- 2.2.1 Clause headings are for ease of reference only and any reference to a Clause is a reference to such Clause of this Agreement;
- 2.2.2 words importing the plural shall include the singular and vice versa;
- 2.2.3 references to any statute or statutory provision include:
 - 2.2.3.1 any statute or statutory provision which amends, extends, consolidates or replaces the same; and
 - 2.2.3.2 any regulations or other subordinate legislation under that statute;
- 2.2.4 references to this Agreement or any other document shall be construed as references to this Agreement or that document as amended, supplemented, novated or substituted from time to time; and
- 2.2.5 references to a "**person**" shall include references to an individual, firm, company, corporation, partnership, incorporated body of persons or any state or agency thereof.

3 Hiring of the Equipment

- 3.1 We shall let the Equipment, and the Hirer agrees to take it on hire, upon and subject to the terms and conditions of this Agreement and the Quotation. Where there is a discrepancy between this Agreement and the Quotation, the terms set out in the Quotation take precedence;
- 3.2 The hiring of the Equipment shall commence on the Commencement Date and shall continue for the minimum Hire Period stated in the Quotation, until terminated in accordance with the terms of this Agreement.
- 3.3 Subject to and in accordance with the terms hereof and to the due performance by the Hirer of all his obligations hereunder, the Hirer shall, throughout the Hire Period, be entitled peaceably to hold and use the Equipment without interference from us.

4 Delivery of Equipment

- 4.1 The Hirer is deemed to have knowledge of the requirements to the Location and the site conditions. The Hirer warrants that the conditions of the site, including (without limitation) ground conditions and access ways, are suitable for the delivery, installation and use of the plant.
- 4.2 The Hirer shall be responsible for the unobstructed access, egress, loading and unloading of the Equipment at the Location. Any personnel provided by us to assist with loading and/ or unloading shall be deemed to be under the direction and control of the Hirer. Such personnel shall for all purposes in connection with the loading and/ or unloading of the

Equipment be regarded as the servants or agents of the Hirer, who shall be solely responsible for any damage arising in connection with loading and/ or unloading of the Plant by, or with the assistance of, such personnel.

- 4.3 All risk of loss of or damage to the Equipment shall as between us and the Hirer pass to the Hirer when the Equipment is delivered by us or our agent to the Hirer or his agent. The risk of the loading and offloading of the Equipment at the Location will be with the Hirer.
- 4.4 Acceptance of the Equipment by the Hirer or his agent at the Location shall constitute an acceptance of the Equipment by the Hirer for the purposes of this Agreement and that the Equipment is found it to be complete, in good working order, of satisfactory quality, fit for the purpose for which it is required and acceptable in every respect.

5 Disclaimers and exclusions

- 5.1 To the extent that we are contractually entitled and are able lawfully so to do, we will endeavour to extend to the Hirer during the Hire Period the benefit of any guarantee, condition or warranty which may exist, or which is implied by law, in relation to the Equipment and which is vested in us.
- 5.2 The Hirer acknowledges that no person not actually in our employ is or is deemed to be our agent or entitled to act on our behalf or make any representation or warranty binding on us.
- 5.3 Our maximum aggregate liability arising out of or in connection with this Agreement shall not exceed the total purchase price paid by you to us under this Agreement. We shall not be liable (in contract, tort, delict or otherwise) for any claim, damage, liability, loss (including consequential loss) or expense of any kind arising directly or indirectly in connection with the Equipment or from any delay in delivery of, or failure to deliver, the Equipment, any defect or deficiency in, or inadequacy or unsuitability of, the Equipment or its installation, use, performance, servicing or repair or from any action or omission (negligent or otherwise) by us, our servants or agents, provided that nothing contained herein shall exclude any liability by us for fraud or death or personal injury caused by our negligence to the extent that such exclusions are prohibited by statute. Furthermore, we shall have no obligation to supply to the Hirer any replacement for the Equipment (or any part thereof) that is, either on delivery or thereafter, defective, lost, damaged, unusable or unavailable for any reason and the Hirer shall not be entitled to any remission of, or be released from any obligation to pay, Hire Charges or any other payments hereunder by reason thereof.

6 Hire Charges

- 6.1 The Hirer shall throughout the Hire Period pay to us the Hire Charges in the amounts set out in the Quotation. All charges associated with the installation and first month's hire period are payable in advance. Subsequent Hire Charges are payable monthly at the end of each calendar month. No Hire Charges payable in advance shall be returnable in the event of the termination of the hiring of the Equipment for whatever reason.
- 6.2 If any payment due from the Hirer to us hereunder is not paid on the due date, the Hirer shall, without prejudice to our other rights and remedies, pay on demand interest thereon at the Default Rate (as well after as before judgment or decree) from and including such due date to the date of actual payment or reimbursement. Such interest shall accrue on a daily basis and be compounded monthly.
- 6.3 All payments of Hire Charges and any other payments due to us under this Agreement shall be made 14 days from the date of our invoice in sterling, in immediately available funds for value on the due date for payment, and without any set-off or counterclaim and free and clear of all deductions or withholdings whatsoever save only as may be required by law in which event the Hirer shall pay to us such additional amount as may be necessary in order that the net amount received by us after all deductions and withholdings shall not be less than the amount we would have been entitled to receive in the absence of any requirement to make any deduction or withholding.

- 6.4 All payments due to us under this Agreement are calculated without regard to Value Added Tax. The Hirer shall pay to us all Hire Charges and other sums due under this Agreement together with Value Added Tax thereon (if any) at the applicable rate.
- 6.5 Punctual payment of amounts payable by the Hirer and timely performance by the Hirer of each of his obligations hereunder shall be of the essence and conditions of this Agreement.
- 6.6 Each payment to be made by the Hirer to us shall be made by bank transfer.
- 6.7 If any payment falls due from the Hirer hereunder on a day which is not a Business Day, payment shall be made on the immediately preceding Business Day.

7 Hirer's covenants

- 7.1 The Equipment shall at all times be kept at the Location (save for temporary removal for repairs or maintenance). The Equipment shall not be taken outside the Location except with our prior written consent.
- 7.2 The Equipment must be suitably housed and protected by the Hirer against damage, including (without limitation) from the elements (particularly frost), vandalism and adverse site conditions.
- 7.3 Unless otherwise agreed, the Hirer shall be responsible for connection of all services and to ensure that sufficient fuel is available, prior to commissioning. Our engineers are available, at additional cost, to assist with the installation, removal or repairs of the Equipment.
- 7.4 Unless otherwise agreed, our engineer must commission the Equipment and instruct the operator. This work shall be chargeable to the Hirer at the rates applicable from time to time plus travel expenses. We shall require a reasonable notice for this service.
- 7.5 The Hirer shall use the Equipment in compliance with all applicable laws and in a careful and proper manner by qualified and competent persons in accordance with our operating instructions and shall not use any Equipment for any purpose for which it is not designed or for any unlawful purpose. In particular, the Hirer is responsible for treating the Equipment feedwater to prevent the scale formation. Should the scale removal be required on the return of the Equipment, the costs shall be payable by the Hirer. The Hirer must remove all excess fuel from the tanks before transporting the Equipment.
- 7.6 The Hirer shall enter into a service contract with us to ensure that the Equipment is suitably maintained and serviced. The Hirer shall at all times take all reasonable steps to keep himself acquainted with the state and condition of the Equipment. In the event of a breakdown, fault or any developing defect, the Hirer shall report this to us as soon as possible. If the operation of such Equipment is continued by the Hirer, he shall be solely responsible for any consequences directly or indirectly arising therefrom including (without limitation) any damage, losses, costs, expenses or accidents. We shall, at an additional cost, replace all worn or damaged parts of the Equipment and make necessary alterations, additions or modifications. No such chargeable work will be carried out by us without you first placing on us an order in respect of this work. All replacement parts and additions affixed to the Equipment shall upon such replacement or affixation become our property free of all claims and encumbrances.
- 7.7 The Hirer shall be responsible for all costs connected with any breakdown, unsatisfactory working of or damage to any part of the Equipment due to the Hirer's negligence, misdirection or misuse of the Equipment. The Hirer shall be responsible for the costs of any replacement parts and/ or repairs due to theft, loss or vandalism of the Equipment.
- 7.8 The Hirer shall obtain and keep in full force and effect throughout the Hire Period, at no cost to us, all permissions, licences and other authorisations which may at any time be required in connection with the ownership, possession or use of the Equipment and/or any premises in which the same is located. Any certification required by the Hirer's insurance inspectors (such as statutory insurance inspection reports, ultrasonic test certificate etc.) shall be made

available upon request. Should the Equipment inspection become due, the Hirer must shut down the Equipment and allow access to the Equipment for the examination.

- 7.9 The Hirer warrants and undertakes that all necessary tests and examinations have been made or will be made prior to the Equipment being brought into use to ensure that the Equipment is safe and without risk to the health or safety of employees or others using the same in accordance with the manufacturer's recommendations. In particular, the Hirer will comply with all obligations imposed on the Hirer or on us in relation to the Equipment under the Health and Safety at Work etc. Act 1974 or by any regulations made, or improvement or prohibition notice served on the Hirer, thereunder, or by any other statutes.
- 7.10 The Hirer will do all acts which we may require to evidence our interest in the Equipment, and without prejudice to the generality of the foregoing, the Hirer shall affix and keep such nameplates or other markings as we may from time to time require on the Equipment. The Hirer shall not permit such nameplates or markings to be concealed, altered or removed nor will it affix or permit to be affixed any other plates or markings inconsistent with or prejudicial to our rights.
- 7.11 We, our agents and representatives shall be entitled (but not obliged) at all reasonable times (at the expense of the Hirer) to inspect the Equipment (and for this purpose shall be entitled to enter the Location or on any other land or premises on or in which the Equipment is reasonably believed to be situated).
- 7.12 Upon the completion of the Hire Period, the Hirer shall clean and, where necessary, decontaminate the Equipment. All fuel and contaminants shall be removed from bunds, storage tanks and bowsers. The Hirer shall be responsible for any costs, losses and expenses incurred by us arising as a consequence of the Hirer failing to comply with this clause.

8 Our interests

- 8.1 The Hirer shall not do or permit to be done anything which would prejudice or jeopardise our rights in respect of the Equipment.
- 8.2 The Hirer shall not:
 - 8.2.1 hold himself out as owner of the Equipment nor pledge our credit for the repair of the Equipment;
 - 8.2.2 sell, charge, pledge, mortgage, permit or cause any lien, hypothec, encumbrance or other security interest to arise over, or otherwise dispose of, the Equipment or any interest therein or in the insurances thereon, nor purport to do any of them; or
 - 8.2.3 part with possession of the Equipment (save for complying with his obligations as to repairs and maintenance).
- 8.3 The Hirer shall keep the Equipment free of all claims by other persons (including by way of confiscation, seizure, distress, execution, requisition or other legal process) and in the event of any such claims, shall procure the immediate release of the Equipment therefrom and shall keep us immediately informed of the happening of any event which might affect our rights or involve us in any proceedings, loss or liability.
- 8.4 Notwithstanding that the Equipment may at any time be or become attached in any way to any land or buildings, the Hirer agrees that it is intended that it shall remain our personal property. The Hirer agrees that on the termination of the hiring of the Equipment, we shall have the right to sever the Equipment from any land or building of the Hirer of which it may have become part and the Hirer hereby assigns to us all such rights as the Hirer may have to sever and remove the Equipment from any land or building of which the Hirer may be a tenant. In addition, the Hirer shall ensure that all persons having any interest at any time in any such land or buildings on which the Equipment may from time to time be located shall, prior to the installation of the Equipment or if later upon acquisition of such interest, receive

written notice of our ownership thereof and the Hirer shall obtain from such persons written waivers (in such form as we may require) of any rights which they may have or acquire in the Equipment.

9 Insurance and Total Loss

- 9.1 The Hirer shall at his own expense, from the date of delivery of the Equipment to him, insure, and keep the Equipment insured:
- 9.1.1 in respect of loss or damage howsoever occurring and in an amount equal to:
- 9.1.1.1 its market replacement value from time to time; or
- 9.1.1.2 if higher, on an agreed value basis, the highest amount that would be payable pursuant to Clause 11.5.2 during the relevant period of insurance as conclusively determined by us and notified to the Hirer;
- 9.1.2 against all third-party and public liability risks in such amount agreed by us from time to time; and
- 9.1.3 against such other or further risks as may be required by statute.
- 9.2 All insurances taken out by the Hirer in accordance with Clause 9.1 shall be in a form and with insurers approved by us.
- 9.3 In relation to the insurances referred to in Clause 9.1.1, such insurances shall:
- 9.3.1 name us as additional insured;
- 9.3.2 in respect of any Total Loss of the Equipment, name us as loss payee; and
- 9.3.3 in respect of any loss or damage to the Equipment which does not constitute a Total Loss but which exceeds £10,000 per occurrence, name us as loss payee.
- 9.4 In relation to the insurances referred to in Clause 9.1.2, such insurances shall name each of us, our respective officers, directors, employees and agents as additional insured ("**Additional Insured**").
- 9.5 In relation to all the insurances referred to in Clause 9.1, such insurances shall:
- 9.5.1 provide that we shall be given 30 days' prior notice of any cancellation, amendment or non-renewal;
- 9.5.2 provide that our and any other Additional Insured's interests shall not be invalidated by any act or omission or breach of warranty or misrepresentation of the Hirer or his servants or agents; and
- 9.5.3 provide a waiver by insurers of any right of subrogation against us and of any right of contribution from any other insurance carried by us.
- 9.6 The Hirer shall, if requested by us, produce to us each policy of insurance together with written evidence of payment of premiums.
- 9.7 If the Hirer shall fail to keep the Equipment insured in accordance with the terms of this Clause 9 or to produce any policy or receipt referred to in Clause 9.6, we shall be entitled, at the expense of the Hirer, to insure the Equipment as aforesaid and the Hirer shall pay to us on demand any sums so expended.
- 9.8 The Hirer irrevocably authorises us to give a good discharge to the insurance company for any moneys paid under any such insurance policy. The Hirer shall, if so requested by us, assign to us or to our order the rights, claims and benefits arising under any such policy and shall indemnify us in respect of any stamp duty payable on such assignment.
- 9.9 The Hirer shall ensure that nothing is done or omitted to be done which is contrary to the terms of any such policy of insurance or which might entitle the insurance company to cancel the policy or reduce or avoid any liability thereunder.

- 9.10 The Hirer shall forthwith notify us in writing of any occurrence which gives rise or might reasonably be expected to give rise to a claim under such policy of insurance. The Hirer shall ensure that any claim is made promptly and shall not settle any such claim without our prior written consent.
- 9.11 If any item forming part of the Equipment becomes a Total Loss ("**Destroyed Equipment**"), the hiring of such Destroyed Equipment shall cease on the date of such Total Loss. On the date which is thirty (30) Business Days after the date of Total Loss of such Destroyed Equipment (the "**Payment Date**"), the Hirer shall pay to us:
- 9.11.1 all arrears of Hire Charges together with all other amounts which are due (but unpaid) pursuant to this Agreement in the period up to and including the Payment Date together with default interest thereon in accordance with Clause 6.2;
- 9.11.2 as compensation for our loss of the Equipment, by way of additional Hire Charge, an amount in respect of such Destroyed Equipment which is equal to:
- 9.11.2.1 all Hire Charges which would have been due and payable (but for such termination) from the date of Total Loss to and including the last day of the Hire Period by effluxion of time with respect to all the Equipment, each discounted from its due date to the date of actual payment at the Discount Rate, plus the residual cost of the Equipment as it would have been, in our reasonable opinion, at the end of the Hire Period, less
- 9.11.2.2 any insurance proceeds in respect of such Total Loss which have been received by us at that time.
- 9.12 If we receive insurance proceeds in respect of the Total Loss of the Destroyed Equipment after the Payment Date (and such proceeds have not been taken into account in calculating the amount referred to in Clause 9.11.2) and all amounts due and payable pursuant to this Clause 9 have been received by us, we agree to pay to the Hirer by way of a rebate of Hire Charges an amount equal to such insurance proceeds, provided that the aggregate of all amounts payable by us to the Hirer by way of rebate shall not, in any event, exceed an amount equal to the aggregate of all Hire Charges (including an amount referred to in Clause 9.11.2) paid to us under this Agreement.
- 9.13 The Hirer shall be liable promptly to reinstate or repair, at his own cost, any loss of or damage (not amounting to a Total Loss) to the Equipment from whatsoever cause. We shall apply any insurance proceeds received in respect of such loss or damage in reimbursement to the Hirer of the cost of reinstatement or repairs on completion of the same, provided that such proceeds may be applied first towards payment of any sums then owing (which remain unpaid) by the Hirer under this Agreement.

10 Return of the Equipment

- 10.1 On the termination or expiration of the hiring of the Equipment hereunder howsoever occurring, the Hirer shall prepare the Equipment and make it available for collection by us or our agents, together with all books, manuals, service records, registration and other documents relating to it, at such address in the United Kingdom as we may reasonably require, free and clear of all liens and in good working condition (reasonable wear and tear only excepted). If the Equipment is not made so available for collection, it shall be deemed to have been taken back on hire by the Hirer. The Hirer shall continue to be responsible, *inter alia*, for the Hire Charges, safekeeping of the Equipment, and for all reasonable costs and expenses incurred by us in seeking to collect and collection of such Equipment.
- 10.2 Upon the termination or expiration of the hiring of the Equipment hereunder the Hirer shall no longer be in possession of the Equipment with our consent and we and our agents shall be entitled to recover possession of the Equipment (if not returned forthwith to us pursuant

to Clause 10.1), and for this purpose shall be entitled to enter upon any premises upon which the equipment is, or is believed to be, located and the Hirer shall indemnify us on demand against any claim made in respect of any damage caused to such premises by any such entry or by the removal of the Equipment.

11 Termination

- 11.1 The following events are each Termination Events, namely:
- 11.1.1 the Hirer shall fail to pay any Hire Charge or other sum due under this Agreement in full within ten (10) days of its due date;
 - 11.1.2 the Hirer shall commit any breach of any other term or condition of this Agreement and the Hirer shall fail to remedy such breach within twenty (20) days after receipt of notice thereof;
 - 11.1.3 any representation or warranty contained in this Agreement proves to have been incorrect when made;
 - 11.1.4 the Hirer or any guarantor of the Hirer's obligations shall make a proposal for a composition in satisfaction of the Hirer's or, as the case may be, such guarantor's debts or a scheme of arrangement of its affairs or shall have a voluntary arrangement proposed under Section 1 of the Insolvency Act 1986 in respect of it;
 - 11.1.5 the Hirer or any guarantor of the Hirer's obligations takes any steps, or has steps taken against it, for its winding-up or dissolution (otherwise than for the purposes of a reconstruction or amalgamation while solvent on terms previously approved by us in writing) or for the making of an administration order against it;
 - 11.1.6 the Hirer or any guarantor of the Hirer's obligations has a liquidator, receiver, manager, administrative receiver, administrator or similar officer appointed over the whole or any part of its undertaking or assets;
 - 11.1.7 the Hirer or any guarantor of the Hirer's obligations shall be unable or shall admit in writing its inability to pay its debts as they fall due;
 - 11.1.8 any distress, execution, sequestration, or other legal process is levied or enforced upon any of the assets of the Hirer or any guarantor of the Hirer's obligations or upon the Equipment.
- 11.2 The Hirer hereby acknowledges and agrees that the occurrence of any Termination Event specified in Clauses 11.1.1, 11.1.2 and 11.1.3 shall go to the root of this Agreement and accordingly shall be a breach of a condition which we shall be entitled to treat as a repudiation by the Hirer of this Agreement and we shall be entitled to give a notice to the Hirer to terminate the hiring of the Equipment, our consent to the Hirer's possession of the Equipment and, if the Equipment has not been delivered, terminating any our obligation to deliver the Equipment to the Hirer.
- 11.3 The Hirer acknowledges and agrees that, upon the occurrence of any Termination Event other than those referred to in Clause 11.2, we shall be entitled to give a notice to the Hirer to terminate the hiring of the Equipment, our consent to the Hirer's possession of the Equipment and, if the Equipment has not been delivered, terminating any our obligation to deliver the Equipment to the Hirer.
- 11.4 The Hirer shall be entitled to terminate the hiring of all the Equipment pursuant to this Agreement at any time during the Hire Period on giving to us not less than thirty (30) days' notice in writing to that effect by:
- 11.4.1 paying to us the amounts referred to in Clause 11.5 below; and
 - 11.4.2 returning the Equipment to us in accordance with Clause 10,

provided that the Hirer shall not be entitled to give any such notice or terminate in accordance with this Clause 11.4 if a Termination Event shall have occurred and be continuing.

11.5 If the hiring of the Equipment terminates pursuant to Clause 11.2, Clause 11.3 or Clause 11.4, the Hirer shall, on demand, pay to us an amount equal to the aggregate of:

11.5.1 all arrears of Hire Charges together with all other amounts which are due (but unpaid) pursuant to this Agreement together with default interest thereon in accordance with Clause 6.2;

11.5.2 as compensation for our financial loss, by way of additional Hire Charge, an amount in respect of the Equipment which is equal to all Hire Charges which would have been due and payable (but for such termination) from the date of such termination to and including the last day of the Hire Period by effluxion of time, each discounted from its due date to the date of actual payment at the Discount Rate; and

11.5.3 any costs and expenses incurred by us in locating, repossessing, recovering or restoring the Equipment, or in insuring, maintaining, storing and keeping safe the Equipment.

12 Indemnities

12.1 The Hirer agrees to indemnify us, our officers, directors, agents and employees (the “**Indemnified Persons**”) on demand at all times against each and every liability (whether civil or criminal), Tax, loss, charge, claim, proceeding, damage, judgment, enforcement, penalty, fine, fee, cost (including legal costs) and expense of whatsoever nature suffered or incurred by or imposed on any Indemnified Person from time to time in connection with any of this Agreement, the Equipment, ownership, use, operation or hiring of the Equipment, any product or strict liability relating to the Equipment and the transactions contemplated by this Agreement or any other document entered into in connection with or pursuant to this Agreement.

12.2 The Hirer shall promptly pay and discharge and indemnify us and keep us fully indemnified on demand against all Taxes (including, for the avoidance of doubt, any amount of Value Added Tax determined by us to be irrecoverable but excluding Taxes on our overall net profits) in respect of or which arise in relation to or are assessed on or with regard to this Agreement or the Equipment or the ownership, acquisition, use, operation or hiring thereof and on all Hire Charges and on all other payments due under this Agreement.

13 Rights and waiver

13.1 No right or remedy conferred upon us by this Agreement shall be exclusive of any right or remedy provided by law, and all rights and remedies conferred upon us by this Agreement shall be cumulative with, and in addition to, our rights under general law and, in particular, shall be without prejudice to our rights to claim damages.

13.2 The exercise of any power or remedy or the enforcement of any right shall not be construed as a waiver of the right to exercise any other power or remedy or to enforce any other right. Any forbearance or indulgence granted by us shall not constitute a waiver of our right or remedy in respect of which such forbearance or indulgence is granted and we shall be entitled to exercise such right or remedy at any time thereafter.

14 Notices

Any demand, notice or other communication required or permitted to be given under this Agreement shall be in writing and sent by first-class prepaid registered letter post or delivered by hand to the addressee at his address stated in the Quotation or to such other address as that party may notify to the other for the purposes of this Clause 14 and if so sent shall be deemed to have been received (and reference herein to receipt by any party shall

include deemed receipt) by the addressee two (2) Business Days after posting if sent by first-class prepaid registered letter post or on delivery if delivered by hand.

15 General

- 15.1 Unless both parties are domiciled in Scotland, in which case this Agreement shall be subject to Scottish Law, this Agreement shall in all respects be subject to English Law.
- 15.2 The rights of the Hirer under this Agreement and any document entered into in connection with or pursuant to this Agreement shall not be assignable. We may from time to time assign or transfer all or any of our interests in this Agreement and any document entered into in connection with or pursuant to this Agreement or sell, charge or otherwise dispose of our rights in and to the Equipment (subject only to the rights of the Hirer under this Agreement).
- 15.3 The indemnities by the Hirer contained in this Agreement shall continue in full force and effect notwithstanding the termination or expiration of the hiring of any Equipment or its sale or disposal.
- 15.4 If any provision of this Agreement is or becomes void or unenforceable in any jurisdiction, such voiding or unenforceability shall not affect the validity or enforceability of such provision in any other jurisdiction or of any other provision hereof in such or any other jurisdiction.
- 15.5 Notwithstanding any other provisions hereof, we shall be entitled to set off or withhold from any amounts expressed in this Agreement to be payable to the Hirer by us any amounts due and payable from the Hirer to us on any account whatsoever.
- 15.6 If the Hirer fails to comply with any provision of this Agreement, we may, without being in any way obliged to do so or responsible for so doing and without prejudice to our ability to treat such non-compliance as a Termination Event, effect compliance on behalf of the Hirer and the Hirer shall indemnify us on demand against all costs and expenses incurred by us in effecting such compliance.