

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. THE TERMS AND CONDITIONS FOR SERVICES AND RENTAL ARE LIMITED TO THOSE CONTAINED HEREIN.

## 1. DEFINITIONS

**"Company"** means the Hydratight or Enerpac Tool Group Corp. company named in the Contract;

**"Company Equipment"** means all plant, equipment, machinery, or tools used by the Company in the course of providing the Services or Rental;

**"Consequential Loss"** means: (a) consequential or indirect loss; and (b) loss and/or deferral of production, loss of product, loss of use, loss of revenue, profit or anticipated profit, whether direct or indirect to the extent these are not included in (a) and whether or not foreseeable at the commencement of the Contract;

**"Contract"** means these Terms, the Quotation, the Order Acknowledgment (if applicable) together with any documentation attached or referred to therein;

**"Customer"** means the person, firm or corporate entity named in the Contract who is purchasing the Services and/or renting the Rental Equipment from the Company;

**"Order Acknowledgment"** means a written acknowledgment by the Company of a Customer order for Services and/or Rental Equipment;

**"Parties"** means the Company and the Customer, and **"Party"** means one of them;

**"Quotation"** means the final form quotation issued by the Company to the Customer. If no period is stated in the Quotation, all Quotations are valid for thirty (30) days from date of issue;

**"Rental Equipment"** means any plant, equipment, machinery or tools that the Customer agrees to rent to the Customer under the Contract;

**"Rental Period"** means the period during which the Rental Equipment is rented by the Customer as determined in accordance with Clause 5.1;

**"Services"** means any services detailed in the Contract;

**"Site"** means the location set out in the Contract where the Rental Products will reside during the Rental Period and/or the location where the Services will be performed.

**"Taxes"** means all taxes, fees, levies, duties and charges imposed or assessed in respect of the Services and/or Rental Equipment by local, state or national government authorities including income tax, sales tax, customs duty, VAT, GST, stamp duty, excise tax or similar;

**"Terms"** means these Terms and Conditions for Services and Rental. Translated versions of these Terms may be available for Customer convenience, however, in the event of a conflict in the interpretation of these Terms, the English language version shall control;

**"Total Loss"** means the event where the Rental Equipment is, in the Company's reasonable opinion, or the opinion of its insurer's, damaged beyond repair, lost, stolen, seized or confiscated.

## 2. APPLICATION OF TERMS

2.1. Except where the Company and Customer have entered into a separate signed written agreement with different terms of service and rental, these Terms are the only terms which govern the provision of Services and Rental Equipment by the Company to the Customer. Any provisions or conditions of the Customer's purchase order or acceptance which are inconsistent with, or in addition to these Terms shall not be binding on the Company and shall not be applicable.

2.2. If there is any ambiguity, discrepancy or inconsistency between the documents comprising the Contract, the order of precedence shall be: (a) the Order Acknowledgment; (b) the Quotation; (c) these Terms; (d) any other documents referred to in (a) or (b) above.

## 3. SPECIFICATION

3.1. The Customer shall be responsible to the Company for ensuring the accuracy of any specification submitted by the Customer and for checking and ensuring the accuracy of any Quotation. The Company shall have no liability to the Customer arising from any information, documents, materials or instructions supplied by the Customer which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form. The Company shall have no liability to the Customer for the Customer's failure to provide information in a timely manner.

3.2. The quantity, quality, description of, and any specification for the Services and Rental Equipment shall be as expressly set out in the Contract and no other specification, content of any descriptive material, samples, correspondence or statement, promotion or sales literature shall form part of or be incorporated by reference into the Contract.

## 4. SERVICES

### 4.1. Service Charges

4.1.1. The price and/or applicable rates payable for the Services shall be as set out in the Contract.

4.1.2. Where Services are performed for a fixed price, the Company shall be entitled to an equitable adjustment of the Contract price should its performance be delayed or disrupted by any cause outside the Company's reasonable control.

4.1.3. Where Services are subject to an agreed schedule, and unless the Parties agree to additional compensation for the Company to expedite the Services, the Company shall be entitled to an equitable extension of time to complete the Services should the Services be delayed or disrupted by any cause outside the Company's reasonable control. Dates stated by the Company are non-binding unless their binding nature is expressly agreed in the Contract. The Company shall not be liable for any deviations from such non-binding dates.

4.1.4. The Customer shall be entitled to request that the Company carry out variations to the Services or additional services within the general scope of the Services. All variations and additional services are subject to mutual agreement by the Parties. The Company shall not be obliged to commence any such work until a written order has been signed by the Parties.

4.1.5. Any technical support charges incurred, but not included in the Contract shall be paid by the Customer and governed by the Company's rates.

4.1.6. All travel expenses will be charged on the basis of the Company's rates.

4.1.7. Where applicable, including where Services are performed offshore, the Customer shall be charged per the Company's rates, including without limitation:

- (a) the costs for the transport of Company personnel and Company Equipment to and from the Site;
- (b) a minimum twelve (12) hour shift;
- (c) the previous evening's lodging and expenses if an early start is required; and
- (d) for time spent by Company employees for orientation and onsite training.

### 4.2. Customer Obligations

4.2.1. The Customer shall co-operate with the Company in all matters relating to the Services; including providing supplies and support personnel for setup, operation and demobilization.

4.2.2. The Customer shall provide the Company with access to the Site and the Customer's premises and facilities and such other facilities as reasonably required by the Company.

4.2.3. The Customer shall inform the Company of all health and safety rules and regulations, the Customer policies, and any other reasonable security requirements that apply at the Site.

The Company reserves the right to refuse, without any liability or penalty, to provide the Services and to immediately vacate any Site where, in the sole opinion of the Company, performance of the Services would pose a risk to the health and safety of any person.

4.2.4. The Customer shall provide welfare facilities as required under applicable law.

4.2.5. The Customer shall provide, at no cost to the Company, such facilities and utilities as the Company may require including, without limitation:

- (a) Assistance with off-loading, positioning and reloading Company Equipment;
- (b) Adequate storage prior to and during the performance of the Services for Company Equipment and any other items required for the Services;
- (c) Scaffolding and air supply of 140 cfm at 100 psi;
- (d) Electricity to the Site, along with connections required;
- (e) Disposal containers and Customer personnel to assist in the clean-up of the work area and the disposal of waste;
- (f) Layout of all cut lines and/or drilling locations and the Customer specific procedures.
- (g) QA/QC oversight during operations;
- (h) Any special or additional equipment which may be required to perform the Services due to hazardous conditions; and
- (i) Any radial and axial space for equipment mounting and tack welding.

4.2.6. The Customer shall promptly inspect the Services upon completion and confirm acceptance prior to the Company departure from the Site.

4.2.7. Unless otherwise agreed in the Contract, Company Equipment shall be delivered EX-WORKS and shall be transported by the Customer to the Site.

4.2.8. The Customer warrants that the Site is capable of supporting the Company Equipment. Prices are based on the Services being progressed continuously, in sequence, and without material delay or disruption.

## 5. RENTAL EQUIPMENT

### 5.1. Rental Period

5.1.1. Unless otherwise stated in the Contract, the Rental Period will commence on: (a) the date that the Company notifies the Customer that the Rental Equipment will be available for collection by the Customer; or (b) where the Company has agreed to deliver the Rental Equipment to the Customer, the date the Rental Equipment is dispatched to the Customer.

5.1.2. Rental Equipment may be subject to minimum rental periods and unless otherwise notified in writing by the Company, the minimum rental period shall be five (5) days.

5.1.3. Subject to any minimum rental period and the terms of the Contract, the Rental Period will continue until the Rental Equipment is returned by or picked up from the Customer per Clause 5.3.

### 5.2. Delivery

5.2.1. Delivery of the Rental Equipment shall be made either:

- (a) by the Customer collecting the Rental Equipment from the Company's premises on an EX-WORKS (Incoterms 2020) basis; or
- (b) to the Site or any other location agreed upon by the Parties if the Company has agreed in the Contract.

5.2.2. At the time of delivery or collection the Customer shall sign a Company delivery and acceptance form specifying the precise details of the Rental Equipment. The Customer's signature shall constitute the Customer's acceptance that the Rental Equipment is in good working order upon delivery or collection.

5.2.3. The Company will use reasonable endeavours to have each item of Rental Equipment available for delivery or collection. Dates stated by the Company are non-binding unless their binding nature is expressly agreed in the Contract. The Company shall not be liable for any deviations from such non-binding dates.

5.2.4. Where the Rental Equipment is to be delivered in instalments, each delivery shall constitute a separate instalment, but shall form part of the same Contract. Failure by the Company to deliver one or more instalment in accordance with the Contract shall not constitute a breach of the entire Contract.

5.2.5. All containers, shipping and packaging materials remain the Company's property and shall be returned to the Company in their original state and condition within fifteen (15) days of delivery, failing which the Customer shall be liable for their replacement value. The Company may at its option charge the Customer a deposit for all or part of the value of such articles and refund the deposit upon return.

### 5.3. Return

5.3.1. Except where the Company agrees in the Contract to collect the Rental Equipment, at the end of the Rental Period or, upon termination of the Contract, the Customer shall return the Rental Equipment (and all associated documents and materials) at its own risk and expense to the Company at a location designated by the Company. The Rental Equipment shall be returned in the same condition as at the date it was provided, fair wear and tear excepted, freight prepaid and/or per the Company's instructions or the Company's return policy.

5.3.2. All damage to the Rental Equipment due to misuse, abuse or improper use shall be the responsibility of the Customer and the Customer shall pay for the cost of repair or replacement of the Rental Equipment.

5.3.3. If the Company agrees in the Contract to collect the Rental Equipment, it shall do so at the Customer's expense and subject to such terms and conditions as the Company may notify the Customer.

### 5.4. Risk and Property

5.4.1. Risk of loss of the Rental Equipment shall pass to the Customer upon delivery and shall remain with the Customer for the Rental Period.

5.4.2. The Rental Equipment shall at all times remain the property of the Company and the Customer shall have no rights other than as a renter. The Customer shall not permit or cause to be done anything which would prejudicially affect the Company's rights to the Rental Equipment.

### 5.5. Use

5.5.1. The Customer may use the Rental Equipment solely for the benefit of the Customer's business. The Rental Equipment is not to be used and the Customer will not permit it to be used, for any purposes for which it was not expressly designed.

5.5.2. Customer acknowledges that: (a) the Rental Equipment was selected by the Customer; and (b) each item of Rental Equipment is satisfactory to the Customer and suitable for the Customer's intended use.

5.5.3. The Customer shall:

- (a) take all necessary steps to ensure that the Rental Equipment will be safe and without risk to health when properly used in accordance with applicable laws and regulations;

- (b) ensure that the Rental Equipment is in good working order and advise the Company immediately upon taking possession of the Rental Equipment of any shortage, damage or faults;
  - (c) ensure that the Rental Equipment is operated properly and safely by personnel who have read and understood the operating instructions and who are properly trained;
  - (d) not use or permit the Rental Equipment to be used in a manner which violates applicable laws or regulations;
  - (e) pay the cost of repair or replacement of the Rental Equipment resulting from negligence or improper by the Customer or any person permitted by the Customer to use the Rental Equipment;
  - (f) not sell, assign, mortgage, lease or otherwise dispose of the Rental Equipment or any part thereof or charge the benefit of the Contract nor attempt to do so;
  - (g) take all necessary steps at its expense to recover possession in the event the Customer loses possession or control of the Rental Equipment;
  - (h) keep the Rental Equipment at the Site unless the Customer has received written permission by the Company to move the Rental Equipment to another location; and
  - (i) bear sole responsibility at the Customer's own cost for using, cleaning, tuning and adjusting the Rental Equipment in accordance with the operating instructions and daily maintenance and lubrication of the Rental Equipment, as well as proper reassembly to specified torques.
- 5.5.4. The Customer agrees that it will not nor permit its employees, agents, representatives or assigns to:
- (a) effect any mechanical or other modification, make any alterations or additions, fit any equipment or other accessories to, the Rental Equipment;
  - (b) attach the Rental Equipment to any structure such as to make it part of such structure or to prevent its removal;
  - (c) change, modify or alter the Rental Equipment including without limitation any identification marks or safety devices installed on or accompanying the Rental Equipment, or mutilate or deface any labels, trademarks and safety warnings; or
  - (d) deface the paintwork or exterior of the Rental Equipment or add or erect any painting, sign writing, lettering or advertising on or on the Rental Equipment.
- 5.6. **Rental Charges**
- 5.6.1. Rental charges shall be as set out in the Contract. Rental charges may be adjusted by the Company upon thirty (30) days' notice to the Customer.
- 5.6.2. Rental charges are given by the Company on an EX-WORKS basis. Where the Company agrees to deliver the Rental Equipment otherwise than at the Company's premises, the Customer shall be liable to pay the Company's charges for such method of delivery (including but not limited to transport, packaging and insurance) plus a charge equal to fifteen percent (15%).
- 5.6.3. Rental charges shall accrue and be payable by the Customer from the date of delivery or collection of the Rental Equipment until the date of return or collection of the Rental Equipment.
- 5.6.4. Rental charges shall continue to accrue and be payable by the Customer irrespective of whether the Rental Equipment is unavailable for use by the Customer except where such unavailability is caused directly by an act or omission of the Company.
- 5.6.5. The Company may agree from time to time in writing to rent items of equipment, machinery, tools or equipment to the Customer in addition to those detailed in the Contract. Unless agreed otherwise by the Company in writing, the charges payable by the Customer for such shall be calculated in accordance with the applicable rates in the Contract, or, if none, the Company's standard hire charges.
- 5.6.6. The Company may require a security deposit for the Rental Equipment. Provided the Customer has complied with its obligations under the Contract, the Company shall reimburse the security deposit upon return of the Rental Equipment.
- 5.6.7. During the Rental Period, and except where Customer is liable under the Contract, the Company shall pay for the cost of routine service and maintenance of the Rental Equipment and the cost of any necessary repairs or replacements. Unless authorized by the Company in writing, under no circumstances shall the Customer permit any service and maintenance of the Rental Equipment to be carried out other than by the Company, its agents or subcontractors. Where service and maintenance is being provided offshore, the Company shall be entitled to charge the Customer for all costs incurred for transportation, mobilisation, de-mobilisation, and for replacement items provided.
6. **PAYMENT**
- 6.1. Invoices for will be issued on a monthly basis or upon completion of the Rental Period and/or Services, whichever is sooner.
- 6.2. All charges payable by the Customer under the Contract are exclusive of Taxes, which the Customer shall pay to the Company in addition at the applicable rate, unless the Customer presents the Company with a valid tax-exempt certificate.
- 6.3. The Customer shall pay each invoice issued by the Company within thirty (30) days of the date of the invoice or within such credit terms as are agreed between the Company and the Customer in writing.
- 6.4. Time shall be of the essence for all Customer payments under the Contract. If the Customer fails to make any payment by the due date then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to: (a) charge the Customer interest at the maximum amount and rate as permitted by applicable law; and/or (b) set off any money owed by the Customer from monies payable by the Company to the Customer under the Contract or any other agreement between the Parties or their respective affiliates.
7. **WARRANTY**
- 7.1. The Company warrants to the Customer that the Services will be performed using reasonable care and skill and in substantial accordance with the Contract.
- 7.2. The Company warrants that at the time of delivery the Rental Equipment shall function in all material respects to its Specification. Upon receipt of a timely and valid warranty claim, the Company shall, at its option, and as the Customer's sole remedy, either: (a) repair or replace the relevant item of Rental Equipment; or (b) require the Customer to return the Rental Equipment in accordance with Clause 5.3 and make an appropriate reduction to the rental charges during the remaining Rental Period.
- 7.3. The Company shall be under no liability with respect to defective Services or Rental Equipment arising from circumstances beyond its control such as theft, wilful damage, negligence, accidental damage, abnormal working conditions, failure to follow the Company's operating instructions (whether oral or in writing) and safety warnings, or the misuse, modification or repair without the Company's approval.
- 7.4. EXCEPT AS PROHIBITED OR LIMITED BY APPLICABLE LAW, THE WARRANTIES PROVIDED HEREIN ARE EXCLUSIVE.

UNDER NO CIRCUMSTANCES SHALL THE COMPANY'S AGGREGATE LIABILITY UNDER A WARRANTY CLAIM EXCEED THE PRICE PAID BY THE CUSTOMER FOR THE SERVICES AND/OR RENTAL EQUIPMENT GIVING RISE TO THE CLAIM.

**INSURANCE**

The Customer will throughout the Rental Period keep the Rental Equipment and any additional and replacement Rental Equipment insured from all risks including third party risk in an amount equal to the new replacement value of the Rental Equipment. The Customer shall present to the Company proof of insurance and shall not use or allow the Rental Equipment to be used for any purposes not permitted by the terms and conditions of the insurance policy or do anything to invalidate the insurance policy.

If a Total Loss occurs, the Contract shall immediately terminate in relation to the affected Rental Equipment, provided that the Company may, in its discretion, replace the affected Rental Equipment for the remainder of the Rental Period.

The Customer shall pay to the Company not later than thirty (30) days from the date upon which the Total Loss occurred: (a) an amount equal to the sum reasonably determined by the Company to be the new replacement value of the Rental Equipment; and (b) in the event that the Company elects not to provide a replacement, all rental charges that would have become payable by the Customer to the Company with respect to the Rental Equipment under the Contract had the Contract not been terminated.

The Company and Customer shall arrange as a minimum, employers' liability-workers compensation insurance, automobile liability insurance, and commercial general third-party liability insurance and ensure that they are in full force and effect throughout the life of the Contract. All Customer policies: will (a) be written by insurers having a policyholder's rating of not less than AM Best A VIII; (b) have limits of liability no less than USD \$1,000,000 or, in respect to workers compensation insurance, as required by applicable law; (c) with the exception of workers compensation, name the Company as an additional insured and/or loss payee, as appropriate, on a primary and non-contributory basis; and (d) be endorsed to provide that the insurers waive any rights of recourse against the Company, including waiver of subrogation rights.

**LIMITATION OF LIABILITY**

The Company is liable in accordance with statutory law in cases of intent or gross negligence, where the Company negligently causes death or personal injury, defects the Company has fraudulently concealed, where a specific guarantee undertaking (Garantieusage) exists or of defective goods causing death, injury or damage to property used privately pursuant to the German Products Liability Act (Produkthaftungsgesetz).

In case of the slightly negligent (leicht fahrlässig) violation by the Company of a fundamental condition of the contract (wesentliche Vertragspflicht) the Company shall be liable only for reasonably foreseeable damage which is intrinsic to the Contract. In all other cases of a slightly negligent breach of duty, the Company's liability is excluded.

The reasonably foreseeable damage intrinsic to the Contract as referenced in clause 7.2 corresponds to the value of the Contract.

Except as prohibited or limited by applicable law, in no event shall the company be liable to the customer or any third party for any Consequential Loss.

Clause 7.1 through 7.4 apply mutatis mutandis to the Customer's claims for damages against the Company's directors, officers, agents and other representatives, employees, and vicarious agents (Erfüllungs- und Verrichtungsgewehlfen).

The preceding paragraphs do not change the burden of proof (Beweislast) to the Customer's detriment.

**INDEMNITY**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE CUSTOMER SHALL SAVE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE COMPANY AND ITS PARENT AND AFFILIATES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PROCEEDINGS, DAMAGES, COSTS (INCLUDING LEGAL COSTS), LOSSES, LIABILITIES AND EXPENSES TO THE EXTENT CAUSED BY OR ARISING FROM ANY BREACH OF THIS CONTRACT BY THE CUSTOMER AND/OR ANY ACT, OMISSION, MISREPRESENTATION, OR NEGLIGENCE OF THE CUSTOMER, INCLUDING WITHOUT LIMITATION, ANY USE OF THE RENTAL EQUIPMENT WHICH IS CONTRARY TO ITS OPERATING INSTRUCTIONS AND/OR THE PURPOSE FOR WHICH IT WAS DESIGNED.

**INTELLECTUAL PROPERTY**

All patents, trademarks, copyright, trade secrets, design right, know-how and all other intellectual property rights created by or used by the Company in relation to the Contract (including, without limitation, all intellectual property rights in the Rental Equipment) shall remain vested in and belong solely to the Company or its affiliates. Any drawings, designs and/or proposals submitted by the Company for approval shall remain the property of the Company or its affiliates and shall be treated by the Customer as strictly confidential and shall not be divulged to third parties without the Company's prior written consent. The Company grants the Customer a limited, revocable license to use such intellectual property and written materials solely to facilitate the use of the Services and/or Rental Equipment.

The Customer warrants that any drawing, design, instruction or specification given to the Company by or on its behalf shall not infringe any intellectual property rights of any third party.

**CONFIDENTIALITY**

The Customer undertakes that it shall not at any time disclose to any person any confidential information received from the Company concerning the business, affairs, customers, clients or suppliers of the Company that a reasonable person would understand to be confidential. The Customer shall protect such confidential information using at least the same degree of care, but no less than a reasonable degree of care, as it uses to protect its own confidential information. Notwithstanding the above, the Customer may disclose such confidential information: (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the Customer's rights or carrying out its obligations under the Contract and provided such party is bound to confidentiality obligations no less strict than as set out herein; and (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

Any existing applicable confidentiality or non-disclosure agreement between the Parties will apply to the Contract except to the extent it conflicts with the Terms.

**CANCELLATION AND TERMINATION**

The Customer is not entitled to cancel a Contract without the prior written consent of the Company. The Company may cancel a Contract, or part thereof, without liability, due to pricing, typographical and/or other errors in any Quotation, Order Acknowledgment, price list, catalogue or web page.

The Company may terminate this Contract with immediate effect upon written notice to the Customer, if the Customer: (a) fails to pay any amount when due under this Contract and such failure continues for more than fourteen (14) days after Customer receipt of written notice of non-payment; (b) is in breach of any of its obligations under the Contract; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to insolvency, receivership, reorganization or assignment for the benefit of creditors. In the event of such termination, the Customer shall be liable for any

- 13.3. outstanding payments owed to Company under the Contract, the costs of all repairs to the Rental Equipment for which the Customer has assumed responsibility under the Contract, as well as for all other losses, costs and expenses incurred by the Company as a result of the Customer's breach and such termination. The right of the parties to terminate the Contract for cause shall remain unaffected.
- 13.4. The termination of the Contract shall not affect any rights of a Party which have accrued as at the date of termination. Upon termination, the Customer shall return the Rental Equipment (including any handbook, operating instructions, and packaging materials) to the Company in accordance with Clause 5.3. If the Customer fails to return the Rental Equipment, the Company may without notice or liability enter upon the Site or any premises belonging to or occupied by the Customer in order to repossess the Rental Equipment. In the event the Rental Equipment is located on the premises of a third party, the Customer shall procure that such third party allows the Company access to the premises of such third party for the purpose of repossessing the Rental Equipment. The Customer shall bear the costs incurred by the Company in enforcing this Clause and for any costs incurred to locate the Rental Equipment.
14. **COMPLIANCE WITH LAWS: ETHICS**
- 14.1. The Customer, on behalf of itself, its subsidiaries, affiliates, and their respective directors, officers, managers, employees, independent contractors, representatives or agents, warrants and represents that it has familiarized itself with applicable domestic and international anti-slavery, anti-bribery and corruption laws, including without limitation the US Foreign Corrupt Practices Act of 1977 (the FCPA), the UK Bribery Act 2010 and European Anti-Corruption Conventions (the "Anti-Corruption Legislation") and that the Customer shall respect and abide by the Anti-Corruption Legislation in all of its dealings with the Company. In addition, the Customer warrants and represents that it shall not, and shall not permit any of its subsidiaries or affiliates or any of its or their respective directors, officers, managers, employees, independent contractors, representatives or agents to, promise, authorize or make any payment to, or otherwise contribute any item of value to, directly or indirectly, to any third party, in each case, in violation of the Anti-Corruption Legislation. The Company shall have the right to audit the Customer's books and records based on reasonable suspicion of the Customer's violation of this Clause 14.
15. **EXPORT AND TRADE COMPLIANCE**
- 15.1. Unless expressly stated to the contrary in the Contract, the Customer shall be responsible for obtaining all approvals, licenses and authorizations, and for payment of all duties, fees costs and taxes, associated with the importation and exportation of the Rental Equipment.
- 15.2. The Customer warrants and represents that it shall comply with all applicable export control, trade embargo and other foreign trade control laws, rules and regulations, including but not limited to the US Export Administration Regulations, EU Dual-Use Regulations, the Australian Department of Foreign Affairs and Trade (DFAT) Charter of the United Nations Act, 1945, Autonomous Sanctions Act 2011 and the Customs Act 1901, US and EU trade and financial sanctions laws and regulations, (together "Trade Restrictions"), relating to the performance of its obligations under the Contract.
- 15.3. The Customer warrants and represents that neither it nor its subsidiaries, affiliates, and their respective directors, officers, managers, employees, independent contractors, representatives or agents are: (a) persons targeted by national, regional or multilateral trade or financial sanctions under applicable laws and regulations in force from time to time including without limitation persons designated on the US Department of the Treasury, Office of Foreign Assets Controls (OFAC), List of Specially Designated Nationals and Other Blocked Persons (including terrorists and WMD proliferators), DFAT, Sectoral Sanctions Identifications List or List of Persons Identified as Blocked Solely Pursuant to Executive Order 13599; US State Department Non-proliferation Sanctions Lists; US Department of Commerce Denied Parties List, Entity List or Unverified List; UN Financial Sanctions Lists or the EU or UK HM Treasury Consolidated Lists of Financial Sanctions Targets; or (b) directly or indirectly owned or controlled by or acting on behalf of such persons (together "Restricted Persons"). The Customer shall notify the Company in writing immediately of any event that might render the foregoing representations and warranties of this Clause incorrect.
- 15.4. The Customer warrants and represents that it shall not use, re-sell, export, re-export, distribute, transfer, dispose of other otherwise deal with any of the Rental Equipment, or any spare parts, warranty items or technical data related to the Rental Equipment or Services, directly or indirectly, to or for the benefit of: (a) a person or entity located in or organized under the laws of Crimea, Cuba, Iran, North Korea, or Syria; or (b) any Restricted Person.
- 15.5. The Customer shall provide the Company with end-user and other documentation and certifications reasonably requested by the Company in connection with the export and/or sale of Rental Equipment and related items. The Customer shall not do, or omit to do anything that may cause the Company to be in breach of applicable Trade Restrictions. The Company shall have the right to audit the Customer's books and records based on reasonable suspicion of the Customer's violation of this Clause 15.
16. **FORCE MAJEURE**
- 16.1. The Company shall not be liable for any delay or non-performance of its obligations under a Contract caused wholly or partly by an act of God, delay in transportation, labor disputes, epidemics, pandemics, fire, flood, war, accident, government action, inability to obtain adequate labor, materials, manufacturing facilities, or energy or any other cause beyond the Company's control or that of its servants or agents. If the delay or failure to perform has continued for a period of three (3) months then either Party may terminate the Contract without prejudice to any rights which may have accrued prior to such termination.
17. **GENERAL CONDITIONS**
- 17.1. Any notices or other communications required or permitted to be given under the Contract shall be given in writing and addressed to the other Party at its registered office, principal place of business or at such other address that may be notified to the other Party from time to time.
- 17.2. No waiver by the Company of any breach of the Contract by the Customer shall constitute a waiver of any subsequent breach of the same or any other provision of that Contract.
- 17.3. The Company is a member of a group of companies and accordingly the Company may perform any of its obligations or exercise its rights hereunder through any other member of its group. Subject to the above, a person who is not a Party to a Contract has no right to enforce or enjoy the benefit of any term of the Contract.
- 17.4. The Company shall be entitled to subcontract the whole or any part of its obligations under a Contract to any third party but any subcontract shall not relieve the Company of its obligations under the Contract.
- 17.5. Neither Party may assign, transfer or otherwise deal with its rights, interests and/or obligations under a Contract without the prior written consent of the other Party, which shall not be unreasonably withheld. Notwithstanding the above, the Company is entitled to assign its rights, interests and obligations under a Contract to its parent or an affiliate.
- 17.6. If any provision of the Contract is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected.
- 17.7. No amendment or variation to these Terms, any other provision of a Contract nor any additional rights or obligations purportedly created in relation to the subject matter of a Contract shall be of force or effect unless made expressly in writing and signed by an authorised officer of the Company and of the Customer.
- 17.8. The Contract shall be governed by and construed in accordance with the laws of the Federal Republic of Germany without its conflict of laws provisions. The United Nations Convention on Contracts for the International Sale of Goods shall not be applicable.
- 17.9. If the Customer is a merchant, the exclusive - also international - place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship with the Customer shall be the registered office of the Company. The Company has the right to sue the Customer also in any other competent court.
- 17.10. The Contract encompasses the entire agreement between the Parties and supersedes all previous understandings and agreements whether oral or written.