



Hydrasun Limited – Standard Terms and Conditions of Rental

Multiple Solutions – One Company



1. INTERPRETATION

1.1 In these Conditions

“Affiliates”	means a subsidiary or holding company of any company or any other subsidiary of such a holding company (the terms “subsidiary” and “holding company” having the meanings assigned under Section 1159, Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) its nominee);
“Authorised Representatives”	means the authorised representatives of each of the Customer and Hydrasun;
“Client”	means a company which has entered into a contract with the Customer for performance of certain work and services by the Customer and in relation to which the Equipment is to be used;
“Conditions”	means the terms and conditions set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in Writing between the Customer and Hydrasun;
“Contaminant”	means any substance which could cause harm to human health or the natural environment;
“Contract”	means the contract for the provision of Training Courses or Consultancy Services pursuant to any Quotation or Order and governed by these Conditions;
“Contractor”	means a contractor of the Customer which is performing work or services at the location where the Equipment is to be used and shall include any subcontractor (of any tier) of such contractor;
“Customer”	means the person who accepts a Quotation or whose Order is accepted by Hydrasun;
“Customer Group”	means the Customer, its Client, its Contractors and its and their Affiliates, its and their respective officers and employees (including agency personnel), but shall not include any member of the Hydrasun Group;
“Document”	includes, in addition to a document in Writing, any plan, design drawing, data or other image or any other record of any information in any form;
“Electronic Document Interchange System”	means the electronic document interchange arrangements and protocols agreed, established and currently in force between Hydrasun and the Customer;
“Equipment”	means the equipment hired by the Customer from Hydrasun;
“Free Issue Material”	means any material provided by or on the Customer's behalf which is to be used in the provision of the Equipment;
“Hire”	means the rental of the Equipment by the Customer from Hydrasun under the Contract;
“Hydrasun”	means Hydrasun Limited (registered in Scotland under number SC059688) with its registered office at Gateway Business Park, Moss Road Aberdeen

AB12 3GQ;

- “Hydrasun Group” means Hydrasun, its Affiliates and its and their respective officers and employees (including agency personnel), but shall not include any member of the Customer;
- “Input Material” means any Document or other material (including Free Issue Material), and any data or other information provided by the Customer relating to the Contract;
- “Operator” means an employee at Hydrasun supplied under the terms of the Contract to operate the Equipment on behalf of the Customer;
- “Order” means the Customer’s Written order for Services subsequently accepted by Hydrasun;
- “Parties” means the Customer and Hydrasun;
- “Pollutant” means any harmful or potentially harmful substance which may cause contamination of the air, water or earth;
- “Quotation” means Hydrasun’s Written quotation for Services subsequently accepted by the Customer;
- “Recertification Goods” means any goods which are returned by the Customer under warranty or any other goods (whether such goods were originally supplied by Hydrasun or otherwise) in respect of which the Customer requires Hydrasun to provide recertification services;
- “Rental Charges” means the charges defined under condition 6 hereof;
- “Rental Period” means the period defined in condition 5 hereof;
- “Replacement Value” means the manufacturer’s list price for the time being applicable (including the costs of any modifications), or if none exists, the list price of that piece of equipment which most closely matches, together with all associated costs including but not limited to the costs of transportation, tax and licenses;
- “UK/EU Trade Laws” means: (i) the Export Control Act 2002 and any secondary legislation made under the powers thereof including, but not limited to, the Export Control Order 2008; (ii) Council Regulation (EC) No. 428/2009 setting up a Community regime for the control of exports, transfer, brokering and transit of dual-use items; and (iii) any UK or EU embargoes and economic or financial sanctions of certain countries, persons and entities or bodies administered and implemented by the Department for Business, Innovation and Skills (Export Control Organisation) and HM Treasury (Asset Freezing Unit) or their successors;
- “US Trade Laws” means: (i) the Export Administration Regulations and the International Traffic in Arms Regulations administered by the US Department of the Treasury (Bureau of Industry and Security) and the US Department of State (Directorate of Defence and Trade Controls); and (ii) any US embargoes and economic or financial sanctions of certain countries, persons and entities or bodies administered and implemented by the US Department of the Treasury (Office of Foreign Assets Control) (or its successors) acting under Presidential national emergency powers contained in the International Emergency Economic Powers Act or under authority granted by specific legislation;

“Writing” and any similar expression, includes Electronic Document Interchange System, electronic mail, facsimile transmission and comparable means of communication.

- 1.2 A reference in these Conditions to a provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
- 1.3 Words importing the singular include the plural and vice versa and words importing a particular gender include all genders.
- 1.4 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. BASIS OF RENTAL

- 2.1 Hydrasun shall hire the Equipment (and provide an Operator if required) to the Customer in accordance with the Contract subject to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any Quotation is accepted or purported to be accepted, or any Order is made or purported to be made, by the Customer.
- 2.2 No variation to these Conditions shall be binding unless agreed in Writing between the Authorised Representatives.
- 2.3 Hydrasun's employees or agents are not authorised to make any representations concerning the Equipment unless confirmed by Hydrasun in Writing. In entering into the Contract the Customer acknowledges that it does not rely on any such representations which are not so confirmed, but nothing in these Conditions affects the liability of either party for fraudulent misrepresentation.
- 2.4 Any typographical, clerical or other error or omission in any sales literature, Quotation, price list, acceptance of offer, invoice or Output Material issued by Hydrasun on whatever medium whether as hard copy, on CD Rom or otherwise shall be subject to correction without any liability on the part of Hydrasun.

3. ORDERS AND SPECIFICATIONS

- 3.1 No order submitted by the Customer shall be deemed to be accepted by Hydrasun unless and until confirmed in Writing by Hydrasun's authorised representative.
- 3.2 The Customer shall be responsible to Hydrasun for ensuring the accuracy of the terms of any Order (including any applicable specification) submitted by the Customer, and for giving Hydrasun any necessary information relating to the Equipment within a sufficient time to enable Hydrasun to perform the Contract in accordance with its terms.
- 3.3 The quantity, quality and description of the Equipment and any specification for them shall be as set out in any Quotation or Order.
- 3.4 Hydrasun reserves the right to make any changes in the specification of any Equipment which are required to conform with any applicable statutory or E.C. requirements or,

where Equipment is to be supplied to Hydrasun's specification, which do not materially affect its quality or performance.

- 3.5 No Order or accepted Quotation may be cancelled or varied by the Customer except with Hydrasun's Written agreement and on terms that the Customer shall indemnify Hydrasun in full against all costs (including the cost of any labour and materials used) and expenses incurred by Hydrasun prior to or as a result of cancellation and the Customer shall pay any increased costs arising from such variation.

4. RECERTIFICATION SERVICES

- 4.1 It shall be the responsibility of the Customer to ensure that any Recertification Goods are free from Pollutants and Contaminants.
- 4.2 Hydrasun reserves the right not to accept any Recertification Goods which, in the sole opinion of Hydrasun, have not been delivered by the Customer in the condition required by Condition 4.1.
- 4.3 The Customer shall indemnify Hydrasun from and against any liability incurred by the Hydrasun Group or a third party in respect of damage to property, death and personal injury arising from the Customer's failure to comply with the requirements of Condition 4.1 and any reasonable costs (including legal costs), claims, demands and expenses arising out of or in connection with that liability.

5. PERIOD OF RENTAL

- 5.1 The Rental Period commences upon the day the Equipment is despatched by Hydrasun or collected by or on behalf of the Customer from Hydrasun's premises or such other premises as specified by Hydrasun and shall continue until the Equipment is returned thereto between the hours of 8.30a.m and 5.00p.m Monday to Friday and a receipt is issued by Hydrasun or the Equipment is collected by Hydrasun; the foregoing shall apply even if Hydrasun has agreed to cease Rental Charges.
- 5.2 Where the Equipment is lost during the Rental Period or is returned or collected other than in good repair and full working order and/or is returned damaged the period of rental shall continue for such period as is necessary in the circumstances for the Equipment to be repaired, restored to full working order or replaced (as considered necessary by Hydrasun, acting reasonably) or the Replacement Value is received by Hydrasun, whichever is the earlier.
- 5.3 If the Customer is an individual within the meaning of the Consumer Credit Act 1974 (as amended) the maximum Rental Period shall not exceed three months.

6. RENTAL AND OTHER CHARGES

- 6.1 Rental Charges will be calculated daily with part days being charged as full days. Where a deposit is required to be paid, this and the terms governing it will be included in the Quotation.

- 6.2 All Rental Charges are quoted in pounds sterling, unless otherwise expressly stated in writing.
- 6.3 Rental Charges relate solely to the rental of the Equipment and additional charges will be paid by the Customer for installation and transportation of the Equipment where this is undertaken by or on behalf of Hydrasun. Where applicable, these additional charges are detailed in the Quotation.
- 6.4 Without prejudice to condition 5.2, where the Equipment is returned or collected and is found not to be in the same condition (fair wear and tear being excluded) that it was at the time of delivery then the Customer shall be responsible for the costs of Hydrasun returning the Equipment to its condition at the time of delivery, including any necessary cleaning and like charges, plus an administration charge of fifteen per cent (15%) of such costs. Where the Equipment is incapable of being restored to its previous condition, the Customer shall be responsible for, and shall pay on demand, the Replacement Value (on a full indemnity basis).
- 6.5 Without prejudice to condition 5.2, where the Equipment is lost during the Rental Period the Customer shall pay to Hydrasun on demand the Replacement Value (on a full indemnity basis).
- 6.6 Where applicable the Customer shall be responsible for payment of the Operator charges specified in condition 15.
- 6.7 The Customer agrees to pay all costs (including export and import costs), taxes (including withholding tax), levies and duties assessed by any foreign government or body against the Equipment and associated apparatus in connection with temporary importation and/or exportation of the same and the Customer shall indemnify the Hydrasun Group from and against any such costs, taxes, levies and duties.
- 6.8 The Customer agrees to pay all costs, taxes, levies, or duties assessed by any foreign government in respect of the salary and other payments made by the Hydrasun Group to any Operator and the Customer shall indemnify the Hydrasun Group from and against any such costs, taxes, levies, or duties.
- 6.9 The Customer shall obtain and pay for all and any permits, licences and other consents and permissions required to enable the Equipment and the Operator to perform the work required by the Customer and shall indemnify the Hydrasun Group and the Operator from and against any claims, losses or damages suffered by them arising from a failure to obtain the same.
- 6.10 Mobilisation and demobilisation expenses including Operators' air fares and other travel costs, subsistence and hotel charges, freight charges and all other reasonable expenses associated with the mobilisation and demobilisation of Hydrasun's personnel and Equipment will be recharged to the Customer at cost plus an administration charge of 15 per cent.
- 6.11 The Customer agrees to pay all charges arising under conditions 15.5 and 15.6.

6.12 The Rental Charges are exclusive of any applicable value added tax or equivalent sales tax which is applicable, which the Customer shall be additionally liable to pay to Hydrasun.

7. CONDITIONS OF PAYMENT

7.1 Invoices for Rental Charges and other charges will be issued at the end of each calendar month and at the expiration of the Rental Period.

7.2 The Customer shall pay the Rental Charges within 30 days of the date of Hydrasun's invoice. The time of payment of the Rental Charges shall be of the essence of the Contract. Receipts for payment will be issued only upon request.

7.3 If the Customer fails to make any payment on any due date then, without prejudice to any other right or remedy available to Hydrasun, Hydrasun may:

7.3.1 suspend or cancel the Contract or any other contract between the Parties or suspend any further deliveries to the Customer;

7.3.2 visit the Customer's site without notice and uplift the Rental Equipment or take all such other steps, at the cost of the Customer, as may be required in order to take possession of the Equipment and return it to Hydrasun's premises;

7.3.3 appropriate any payment made by the Customer to such of the Rental Charges as Hydrasun may think fit (notwithstanding any purported appropriation by the Customer); and/or

7.3.4 charge the Customer interest (both before and after any judgment) on any amount unpaid, at the rate of 8 per cent per annum above Bank of Scotland base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

8. DELIVERY

8.1 Delivery of the Equipment shall be made by the earlier of:

8.1.1 the Customer collecting the Equipment at Hydrasun's premises;

8.1.2 Hydrasun notifying the Customer that the Equipment is ready for collection; or,

8.1.3 if some other place for delivery is agreed by Hydrasun, by Hydrasun delivering the Equipment to that place.

8.2 Any dates quoted for delivery of Equipment or supply of an Operator are approximate only and Hydrasun shall not be liable for any delay in such delivery or performance however caused. Hydrasun will notify the Customer of any such delay as soon as is reasonably practicable and the Parties shall arrange a revised delivery/performance date. Time for delivery/performance shall not be of the essence of the Contract unless

previously agreed by Hydrasun in Writing. Equipment may be delivered by Hydrasun in advance of any quoted delivery date on giving reasonable notice to the Customer.

- 8.3 Where the Equipment is to be delivered in instalments, each delivery shall constitute a separate contract. Failure by Hydrasun to deliver the Equipment on any one or more of the instalments in accordance with these Conditions or any claim by the Customer in respect of any one or more of the instalments shall not entitle the Customer to treat the Contract as a whole as repudiated.
- 8.4 Where Hydrasun is liable to the Customer as a result of failing to deliver the Equipment for any reason other than any cause beyond Hydrasun's reasonable control or the fault of the Customer, Hydrasun's liability shall be limited to the amount by which the cost to the Customer (in the cheapest available market) of renting similar equipment to replace that not delivered exceeds the Rental Charges for the undelivered Equipment.
- 8.5 The Customer shall provide at the delivery point and at its expense adequate and appropriate equipment and manual labour for loading the Equipment.
- 8.6 The quantity of any consignment as recorded by Hydrasun on despatch from Hydrasun's place of business shall be conclusive evidence of the quantity received by the Customer on delivery unless the Customer can provide conclusive evidence providing the contrary.

9. RISK AND TITLE

- 9.1 Risk of damage to or loss of the Equipment shall pass to the Customer:
 - 9.1.1 where Equipment is to be delivered at Hydrasun's premises, at the time when Hydrasun notifies the Customer that the Equipment is available for collection; or
 - 9.1.2 where Equipment is to be delivered otherwise than at Hydrasun's premises, at the time of delivery or, if the Customer wrongfully fails to take delivery of the Equipment, the time when Hydrasun has tendered delivery of the Equipment.
- 9.2 Nothing in the Contract shall convey to the Customer any title to or any right in the Equipment including but not limited to all proprietary rights or ownership of any modifications. The Customer's sole right in relation to the Equipment or any modifications is to possess and use the same in accordance with the terms and conditions herein contained.
- 9.3 Upon the termination of the Contract all rights in and to the Equipment shall automatically revert to Hydrasun. Hydrasun shall have the right to enter any premises (including any vessel whether at sea or at port) to take immediate possession of the Equipment without further notice or demand.

10. WARRANTIES AND LIABILITY

- 10.1 Subject to the following provisions Hydrasun warrants that the Equipment will correspond with its specification at the date of delivery (the date of delivery being as determined in accordance with condition 8.1).
- 10.2 The above warranty is given by Hydrasun subject to the following conditions:

- 10.2.1 Hydrasun shall have no liability for any defect in the Equipment arising from any Input Material supplied by or on behalf of the Customer;
- 10.2.2 Hydrasun shall have no liability for any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow Hydrasun's instructions (whether oral or Written), misuse or alteration or repair of the Equipment without Hydrasun's approval;
- 10.2.3 Hydrasun shall have no liability under the above warranty (or any other warranty, condition or guarantee) if the Rental Charges have not been paid;
- 10.2.4 unless otherwise agreed in Writing by Hydrasun, the above warranty does not extend to parts, materials or equipment not manufactured by Hydrasun, in respect of which the Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to Hydrasun.
- 10.3 The warranties stated above are the only warranties made by Hydrasun in respect of the Hire of the Equipment. Hydrasun does not make, and the Customer hereby expressly waives, all other warranties of merchantability and fitness for a particular purpose to the fullest extent permitted by law.
- 10.4 Any claim by the Customer which is based on any defect in the quality or condition of the Equipment or its failure to correspond with specification shall (whether or not delivery is refused by the Customer) be notified to Hydrasun within seven days from the date of delivery. If delivery is not refused, and the Customer does not notify Hydrasun accordingly, the Customer shall not be entitled to reject the Equipment and Hydrasun shall have no liability for such defect or failure, and the Customer shall be bound to pay the Rental Charges as if the Equipment had been delivered in accordance with the Contract. Where a defect is identified by the Customer and notified to Hydrasun within 7 days of collection or delivery, Hydrasun shall undertake commercially reasonable efforts to provide replacements or corrections to any part of the Equipment that does not substantially perform the functions specified in the manufacturer's specification.
- 10.5 Hydrasun shall have no liability to the Customer for any loss, damage, costs, expenses or other claims for compensation arising from any Input Material or instructions supplied by the Customer which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late or non-arrival, or any other fault of the Customer.
- 10.6 The Customer shall be responsible for and shall save, indemnify, defend and hold harmless the Hydrasun Group from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of:
- 10.6.1 loss of or damage to property of the Customer Group whether owner, hired, leased or otherwise provided by the Customer Group arising from, relating to or in connection with the performance or non-performance of the Contract; and

- 10.6.2 personal injury including death or disease to any person employed by the Customer Group arising from, relating to or in connection with the performance or non-performance of the Contract; and
- 10.6.3 subject to any other express conditions of the Contract, personal injury including death or disease or loss of or damage to the property of any third party to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the Customer Group. For the purposes of this condition 10.6.3 "third party" shall mean any party which is not a member of the Customer Group or the Hydrasun Group.
- 10.7 Subject to conditions 4.3, 6.4 and 6.5 which shall take precedence, Hydrasun shall be responsible for and shall save, indemnify, defend and hold harmless the Customer Group from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of:
- 10.7.1 loss of or damage to the property of the Hydrasun Group whether owner, hired, leased or otherwise provided by the Hydrasun Group arising from, relating to or in connection with the performance or non performance of the Contract;
- 10.7.2 personal injury including death or disease to any person employed by the Hydrasun Group arising from, relating to or in connection with the performance or non-performance of the Contract; and
- 10.7.3 subject to any other express conditions of the Contract, personal injury including death or disease or loss of or damage to the property of any third party to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the Hydrasun Group. For the purposes of this condition 10.7.3 "third party" shall mean any party which is not a member of the Hydrasun Group or the Customer Group.
- 10.8 All exclusions and indemnities given under conditions 10.6.1, 10.6.2, 10.7.1, 10.7.2 and 10.9 shall apply irrespective of cause and notwithstanding the negligence or breach of duty (whether statutory or otherwise) of the indemnified party or any other entity or party and shall apply irrespective of any claim in delict, under contract or otherwise at law.
- 10.9 For the purposes of these Conditions the expression "Consequential Loss" shall mean:
- 10.9.1 consequential or indirect loss under Scots law; and
- 10.9.2 loss and/or deferral of production, loss of product, loss of use, loss of revenue, profit or anticipated profit (if any), in each case whether direct or indirect to the extent that these are not included in condition 10.9.1 and whether or not foreseeable at the date of commencement of the Contract.

Notwithstanding any provision to the contrary elsewhere in the Contract Hydrasun shall save, indemnify, defend and hold harmless the Customer Group from the Hydrasun Group's own Consequential Loss and the Customer shall save, indemnify, defend and hold harmless the Hydrasun Group from the Customer Group's own Consequential Loss,

arising from, relating to or in connection with the performance or non-performance of the Contract.

10.10 Hydrasun's entire liability under or in connection with the Contract shall not exceed the Rental Charges, except as expressly provided in these Conditions.

11. POLLUTION

11.1 Customer shall assume responsibility for, and shall indemnify Hydrasun from and against all liability relating to the control and removal of pollution or contamination when connected with the Equipment subject to this Contract that originates from spills of fuels, lubricants, motor oils, pipe dope, paint, solvents, ballast, bilge and garbage, debris or any other substances in Customer's possession or control or originating from plant or property of Hydrasun.

11.2 Customer shall indemnify Hydrasun from any such claims/losses to the extent they arise from pollution or contamination emanating from the Equipment.

12. RECOVERY OF SUNKEN OBJECTS

12.1 Customer shall, as required by any Authority, raise, remove, mark or light any sunken object, including plant, Equipment, or permanent works, lost whilst in the custody of Customer Group. Where any such sunken object interferes or will interfere with Customer operations which are existing or planned, Customer shall raise and/or remove such sunken object to allow Customer operations to be properly and safely performed.

13. OBLIGATIONS OF THE CUSTOMER

13.1 Without prejudice to the obligations expressed in other conditions of these Conditions, during the continuance of the Contract the Customer shall:

13.2 arrange and maintain at its expense all prudent insurance cover, including but not limited to third party liability and cover against loss or damage to the Equipment for its full Replacement Value and:

13.2.1 such insurance shall commence from the time and date of delivery for the Rental Period up to and including the date when the Equipment is delivered back to and received by Hydrasun and acknowledged by it in writing;

13.2.2 the Customer shall produce on demand to Hydrasun a copy of the policy or policies;

13.2.3 the Customer shall hold on trust for Hydrasun all policy proceeds in or towards satisfaction of the Customer's obligations hereunder;

13.3 give Hydrasun immediate written notice of any loss, damage or claim relating to the Equipment and shall on demand reimburse the Company in respect thereof in accordance with condition 5;

- 13.4 ensure that the Equipment is located at the delivery address (or vessel) stated in the Contract or such other address as may be expressly agreed between the Parties in writing;
- 13.5 maintain effective control of the Equipment and maintain the Equipment in a secure location when not in use;
- 13.6 ensure that the Equipment will only be operated in a proper manner by persons competent to operate said Equipment in accordance with the manufacturer's recommendations for the duration of the Rental Period;
- 13.7 at the Customer's expense arrange that the Equipment is kept in good repair and condition, undertake routine maintenance and maintain and effect all necessary repairs in accordance with the manufacturer's specification including making good any loss or damage to the Equipment due to any occurrence whatsoever (fair wear and tear only excepted);
- 13.8 permit Hydrasun, or an Authorised Representative of Hydrasun, on reasonable notice to inspect and/or repair the Equipment;
- 13.9 preserve on the Equipment any of Hydrasun's or any manufacturer's identification number or mark or any nameplate that is or should be upon the Equipment;
- 13.10 ensure that at the Customer's expense, the Equipment is kept safe and without risks to health;
- 13.11 ensure that its use of the said Equipment conforms with the terms and conditions laid down in the Health and Safety at Work Act 1974 and in particular, sections 2(2)(b) and 2(2)(c) thereof and to any other European, national and local Health and Safety Regulations which may be applicable until the Equipment is collected or returned;
- 13.12 obtain at the Customers expense all necessary licences, certificates, permits, authorisations required for the operation of, or in connection with, the Equipment and shall maintain the same in full force until the Equipment is collected or returned in accordance with condition 5.1;
- 13.13 punctually pay all duties concerning the Equipment;
- 13.14 not by any act or default render the Equipment liable to any distress, execution or other legal process;
- 13.15 immediately inform Hydrasun by telephone and subsequently confirm in writing if the Equipment is involved in any accident resulting in injury to persons or damage to property. The Customer shall not admit liability or compromise any claim relating to the Equipment without the prior express consent of Hydrasun in writing;
- 13.16 not do or fail to do, any act whereby the Equipment or its use would as a result contravene any statute, rule, regulation, or byelaw or any such licence, certificate, permit authorisation for the time being in force pertaining to the possession use, maintenance or safety of the Equipment;

- 13.17 not assign, sell, mortgage, pledge, let on hire or rental, part with possession, or otherwise deal with the Equipment or with any interest therein, or attempt to do any of the foregoing;
- 13.18 not assign the Contract without the express prior written consent of Hydrasun;
- 13.19 not permit the Equipment to be used by any other party that the Customer and its employees without the express prior written consent of Hydrasun;
- 13.20 indemnify the Hydrasun Group from and against all claims, losses, damages, costs (including legal costs), expenses and liabilities incurred in any way by reason of the Customer's breach of any of these terms and conditions including but not limited to all such costs, expenses and liabilities incurred in ascertaining the location of the Equipment and uplifting the Equipment therefrom;
- 13.21 procure that by the terms of any mortgage, charge or debenture of or in respect of its assets or any premises or vessel in which the Equipment may be installed or stored no rights whether present, future or contingent may be created or become exercisable in respect of the Equipment. The Customer acknowledges the right on the part of Hydrasun to notify any mortgagee or chargee from time to time of the Equipment and of such of these terms and conditions as Hydrasun shall consider appropriate;
- 13.22 pay all invoices in accordance with condition 6;
- 13.23 upon expiry of the Rental Period, return the Equipment in accordance with these Conditions.

14. INSPECTION

- 14.1 The Customer shall permit and grant an appointed representative of Hydrasun the right and facilities to enter upon the delivery address or such other address at which the Equipment may be located (including but not limited to business premises and vessels) at all reasonable times in order to inspect, maintain, repair, test and, where the Customer's right to possession has terminated, recover, the Equipment.

15. HYDRASUN SUPPLIED OPERATORS

- 15.1 Where Hydrasun supplies an Operator, the Customer:
- 15.1.1 shall provide at its own cost all support equipment necessary to enable Equipment to be operated in a safe and satisfactory manner;
- 15.1.2 acknowledges that the work intended to be carried out by the Customer shall remain the sole responsibility of the Customer;
- 15.1.3 shall provide at its own cost reasonable sleeping and living accommodation and food for the Operator;

- 15.1.4 shall provide at its own cost an appropriate operating environment for the Equipment in accordance with the manufacturers recommendations and any applicable laws or regulations
- 15.2 The Customer will take all necessary steps to ensure, so far as reasonably practicable that the Operator is not exposed to risks to health, safety or security.
- 15.3 Hydrasun shall, on request, be provided with details of the arrangements and measures taken by the Customer to ensure that the Operator is not exposed to risks to health, safety or security, including but not limited to risk assessments and emergency plans.
- 15.4 Hydrasun shall notify the Customer of all conditions which, in the opinion of Hydrasun, are necessary to ensure that the Operator is not exposed to risks to health, safety or security, including, but not limited to, escorted transportation, secure accommodation and approval from Hydrasun's insurance company.
- 15.5 Hydrasun shall have the right at its sole discretion and without any liability to the Customer to reject an Order or other request by the Customer to supply an Operator until satisfied that suitable and sufficient measures are in place to adequately prevent or control risks to health, safety or security.
- 15.6 Hydrasun shall have the right at its sole discretion from time to time to substitute both Equipment and/or the Operator upon giving reasonable notice to the Customer and the Customer shall co-operate with and assist Hydrasun in effecting such substitutions.
- 15.7 Hydrasun shall be responsible for the payment of the salaries and all UK social security and other payments and taxes in respect of the Operator whilst engaged in work under the Contract.
- 15.8 In so far as practicable the Operator will service and repair the Equipment on the Customer's site. Any servicing or repair of the Equipment requiring return of any vessel to port or return of any Equipment to Hydrasun's premises will be made known as soon as is reasonably practicable to the Customer's designated representative. The costs of returning the Equipment will be borne by the Customer who shall reimburse Hydrasun on a full indemnity basis.
- 15.9 Where it is agreed between the parties that an engineer designated by Hydrasun should visit the Customer's site to repair the Equipment, the Customer shall be responsible for, and as such shall reimburse the Company on a full indemnity basis for, payment of the engineer's charges together with all travel costs, subsistence and related expenses.
- 15.10 All work undertaken by the Operator shall be under the direction of the Customer but the actual operation of the Equipment and the manner of performance of work in connection therewith shall be under the direction and control of Hydrasun. Subject to the foregoing, the Operator shall not be under the direction or control of the Customer, nevertheless, the Operator will co-operate with the Customer's personnel with a view to operating the Equipment in accordance with their reasonable requirements. Employees of the Customer shall not be under the direction and control of Hydrasun or its Operators.

15.11 Hydrasun and its Operators shall not be involved in nor be required nor requested to be nor become involved in the operation of any vessel or any other equipment other than the Equipment for any reason whatsoever.

15.12 Periods during which the Equipment is being repaired or maintained will not constitute cause for reduction in payments to Hydrasun.

16. FORCE MAJEURE

16.1 Hydrasun shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of Hydrasun's obligations under the Contract, if the delay or failure was due to any cause beyond Hydrasun's reasonable control. Without limiting the foregoing, the following shall be regarded as causes beyond Hydrasun's reasonable control:

16.1.1 Act of God, explosion, flood, tempest, fire or accident;

16.1.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;

16.1.3 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

16.1.4 import or export regulations or embargoes;

16.1.5 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of Hydrasun or of a third party);

16.1.6 difficulties in obtaining raw materials, labour, fuel, parts or machinery;

16.1.7 power failure or breakdown in machinery.

17. TERMINATION

17.1 Without limiting any other right or remedy available to Hydrasun, Hydrasun may cancel the Contract or suspend any further deliveries under the Contract without any liability to the Customer if:

17.1.1 the Customer makes any voluntary arrangement with its creditors, becomes bankrupt, becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction);

17.1.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer;

17.1.3 the Customer ceases, or threatens to cease, to carry on business;

17.1.4 Hydrasun reasonably believes there is a threat to the safety and well being of an Operator abroad supplied under the Contract; or

17.1.5 Hydrasun reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.

17.2 If this Condition applies any Rental Charges shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

18. NON SOLICITATION OF STAFF

18.1 The Customer agrees that during the term of the Contract and for an additional period of six months after termination, the Customer shall not directly or indirectly canvass with a view to offering or providing employment to, offer to contract with or entice to leave, any employee of or contractor to Hydrasun engaged in the performance of the Contract without Hydrasun's prior Written consent.

19. ANTI-BRIBERY AND CORRUPTION/TRADE SANCTIONS

19.1 Each of the Parties irrevocably and unconditionally warrants and represents:-

19.1.1 that throughout the duration of the Contract they will comply with all applicable laws, statutes, regulations, and codes relating to bribery, corruption, anti-trust, money laundering, import/export controls, trade sanctions, financial sanctions and criminal matters including, but not limited to, the UK Bribery Act 2010, UK/EU Trade Laws and US Trade Laws, and all such legislation as the same may be modified, supplemented or replaced; and

19.1.2 that they have, and shall maintain in place throughout the duration of the Contract, their own policies and procedures, including but not limited to "adequate procedures" under the UK Bribery Act 2010, to prevent contravention of the laws and regulations referred to in Condition 19.1 and to ensure compliance with local law and will enforce them where appropriate.

20. GENERAL

20.1 These Conditions (together with the terms, if any, set out in the Quotation) constitute the entire agreement between the Parties, supersede any previous agreement or understanding and may not be varied except in writing between the Parties. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

20.2 Hydrasun may assign, novate or sub-contract any or all of its rights or obligations under the Contract.

20.3 A notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

20.4 No waiver by Hydrasun of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

20.5 Subject to condition 20.6, the parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of any statute or statutory instrument by any person that is not a party to it.

20.6 Subject to the remaining provision of the Contract conditions 10.6, 10.7 and 10.9 shall be enforceable by any member of the Hydrasun Group and the Customer Group.

20.7 If any provision of these Conditions is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

20.8 Any dispute arising under or in connection with the Contract shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated on the application of either party by the President for the time being of The Law Society of Scotland.

20.9 The law of Scotland shall apply to the Contract, and the Parties agree to submit to the non-exclusive jurisdiction of the Scottish courts in respect of all matters arising out of or connected with it.