

W.E.S. Ltd.

STANDARD TERMS & CONDITIONS FOR THE HIRING OF EQUIPMENT

1. DEFINITIONS AND LAW

This document sets out the general conditions under which equipment may be hired out by W.E.S. Ltd, referred to herein as the "Supplier".

The complete contract is the document(s) or contract schedule(s) that sets out these conditions and all other details relevant to a particular agreement, including a statement of work, quotation or other similar document(s) describing the services to be provided by the Supplier and is hereinafter referred to as the "Contract".

The hired item(s) are those stated in the relevant Contract and are hereinafter referred to as the "Equipment". The "Hirer" is the person, firm, company, corporation, public authority or body taking the Suppliers equipment on hire. The parties to the Contract are the Supplier of the Equipment and the Hirer named in the Contract and where applicable any person purporting to act on behalf of the Hirer.

This Contract shall be governed by and construed in accordance with the law of England.

2. SCOPE OF SERVICES

The Hirer will hire Equipment from the Supplier for the period specified as set out in the Contract schedule and may continue beyond the period by mutual agreement of the parties.

This agreement does not cover work necessitated by accidental damage to the Equipment, or work arising out of negligence or improper use of the Equipment carried out otherwise than by a representative of the Supplier and the cost of component parts or materials necessary to repair the Equipment will be additional to the hire charge and will be supplied only under the Supplier's "Standard Terms & Conditions of Sale for the Provision of Goods & Services". Any request or agreement by a representative of the Customer for chargeable work in excess of that covered by the Contract shall be binding on the Customer under the Suppliers "Standard Terms & Conditions of Sale for the Provision of Goods & Services". In the event of a dispute as to whether such a request or agreement has been made, the burden of proof shall lie with the Customer.

3. WHEN THE CONTRACT COMES INTO BEING

The contract shall come into being between the Hirer and the Supplier when the Hirer has placed an order detailing their requirements and agreeing to be bound by these conditions and the Supplier has accepted the order.

4. RESPONSIBILITIES OF THE HIRER AND PERSON MAKING THE CONTRACT

The competent person making the Contract warrants that he has authority of the Hirer to make this Contract on the Hirer's behalf and hereby agrees to indemnify the Supplier against all losses and costs that maybe incurred by the Supplier if this is not so. This competent person and Hirer jointly and severally hereby undertake to ensure that personnel using the Equipment are competent and properly instructed in its safe and proper operation, and to ensure that every user is in possession of instructional material available from the Supplier and will not allow the Equipment to be misused or allow the goods to be used unlawfully.

5. PAYMENT

The Hirer will pay the hire charges stated in the Contract, without retention. Hire charges will commence from the time stated in the Contract and will continue during the period of hire until a collection or "off-hire" number has been given by the Supplier to the Hirer or until the equipment is restored to the Supplier in a clean and serviceable condition against the Suppliers receipt. All time is chargeable including Saturday, Sunday, Bank Holidays etc. Subject to a satisfactory credit rating, standard payment terms are 30 days net monthly. If payment is not made on the due date, the Supplier will be entitled to interest on the amount that is overdue at the contemporary base rate of the Lloyds Bank Plc. plus 8%, calculated on a daily

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basis. This shall be without prejudice to any other rights or remedies of the Supplier. The Hirer will pay any charges reasonably incurred in the recovery of money or Equipment.

6. DELIVERY AND CARRIAGE CHARGES

All times quoted or stated for delivery are approximate only. Hire charges do not include carriage. Any expenses incurred by the Supplier in delivering or collecting Equipment or attempting the same will be paid by the Hirer. Where carriage charges are quoted by the Supplier, such charges will be subject to surcharges on fuel and transport costs. Carriage charges will only include the time required up to a maximum of 1 hour to either load or unload alongside the Supplier's vehicle at the address specified by the Hirer, where the Hirer will agree to pay for further time and/or attendance. Waiting time will be charged after 45 minutes at a standard rate of £35.00 + VAT per hour or part hour thereafter, where the Hirer will need to consult with the Supplier for additional rates associated with all non-waiting activities.

7. WHEN SIGNATURE FOR RECEIPT OF EQUIPMENT BECOMES EFFECTIVE

Where, for administrative convenience, the Hirer or his agent is requested by the Supplier to sign for the receipt of the Equipment before the Equipment is handed over, the Hirer or his agent will examine the Equipment at the time of the physical handover and the effect of such signature shall not become effective until immediately after the physical handover.

8. RESPONSIBILITY OF HIRER

The Hirer will be responsible for the loading and unloading of Equipment at the address specified by the Hirer and likewise at the Supplier's premises when transported by the Hirer or his agent, and any person supplied by the Supplier shall be deemed to be an employee of the Hirer or his agent at such times. The Hirer's responsibility for the Equipment commences on receipt of the Equipment by the Hirer or his agent or on delivery as requested and ends only when the Hirer is in possession of the Supplier's unqualified receipt for all of the Equipment.

The Hirer must not deal with the ownership or any interest in the Equipment. This includes but is not limited to selling, assigning, mortgaging, pledging, charging, securing, hiring, withholding, exerting any right to withhold, disposing of and/or lending or sub-letting.

The Hirer must not suffer or permit the Equipment to be confiscated, seized or taken out of the Hirer's possession or control under any distress, execution or other legal process. If the Equipment is so confiscated, seized or taken, the Hirer shall notify the Supplier and use best endeavours to procure the immediate release of the Equipment. The Hirer will at all times and in all respects indemnify the Supplier against and from any and every expense, liability, financial loss, claim or proceedings whatsoever and in respect of any personal injury whatsoever or damage to or loss of any property whatsoever (other than the Equipment itself which shall be governed by conditions 13 and 14) arising out of or in connection with or consequent upon the delivery, use, non-use, repossession, collection, return, or non-return of the Equipment or any part thereof. Nothing in this clause shall affect the statutory rights of the Hirer or purport to exclude any liability which may not be excluded under the unfair Contracts Terms Act 1977 or any statutory modification thereof.

9. ELECTRICAL EQUIPMENT

Where the Equipment is electrical in part or in whole it should normally be used with plugs and/or sockets as fitted but if temporarily fitted with other suitable plugs or sockets, this must be carried out by a competent person who must also re-instate it to its original condition. It will be the Hirer's responsibility at all times to arrange suitable supply of electricity for use with the Equipment. Under no circumstances should electrical Equipment be used without it being correctly earthed unless it is a double insulated specification. The Hirer will be responsible for complying with the requirements of the Electricity at Work Regulations 1989, during the period of the Hirer's responsibility for the Equipment. As defined in Part II Regulation 8- 'Earthing or other suitable precautions' of the aforementioned Conditions.

10. MAINTENANCE OF EQUIPMENT BREAKDOWN PROCEDURES AND ACCIDENT REPORTING

The Hirer will keep himself acquainted with the state and condition of the Equipment and ensure that it remains safe, is serviced in accordance with the Suppliers recommendations, and is kept clean. Planned Preventative Maintenance of hire equipment is required at 6-monthly intervals. Should the equipment remain on extended hire (6 months or more), the Supplier will arrange a visit to carry out the planned maintenance. This is chargeable to the Hirer.

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Any breakdown or unsatisfactory working of Equipment must be immediately notified to the Supplier. Under no circumstances will the Hirer repair or attempt to repair the Equipment unless authorised by the Supplier. The Equipment must be returned to the Supplier's premises for examination except where examination elsewhere has been mutually agreed. If the Equipment is involved in any accident resulting in damage to the Equipment or other property or injury to any person the Hirer will notify the Supplier immediately.

The Hirer shall be responsible for all expenses, loss (including loss of Hire Charges) and/or damage suffered by the Supplier arising from any breakdown of the hired Equipment due to the Hirer's negligence, breach of contract, misdirection and/or misuse of the hired Equipment. The Hirer shall be responsible for the conduct and cost of any testing, examinations, servicing or routine maintenance and/or checks in relation to the Equipment required by any legislation, best practice and/or operating instructions, except to the extent that we have agreed to provide them as Services under a separate agreement. The Hirer will be responsible for the cost of all repairs necessary to hired Equipment during the hire period which arise otherwise than as a result of fair wear and tear, an inherent fault and/or the negligence of the Supplier while carrying out routine maintenance and/or repairs.

11. REMOVAL OF EQUIPMENT

Equipment must not be removed from any site originally specified by the Hirer or from any subsequently authorised site without the authority of the Supplier.

12. CONSEQUENTIAL LOSSES

The Supplier shall not be liable for any liquidated damages or direct or indirect consequential losses to the Hirer, including any expense, liability, loss claim, or proceeding whatsoever, caused by, or arising out of the breakdown or stoppage of the Equipment being hired or serviced, or for any act or omission of the Supplier or its representatives or otherwise.

13. INSURANCE AND RESPONSIBILITY FOR LOSS, STOLEN OR DAMAGED EQUIPMENT

The Hirer agrees to pay the Supplier the full replacement cost of any Equipment, which is lost, stolen, or damaged beyond economic repair and should insure the goods on this basis. All monies received by the Hirer from an Insurance Company or from any other source in settlement of any claim relating to the loss, theft, or damage of the Equipment shall to the extent that any payment is due to the Supplier under this condition be held in trust by the Hirer and paid to the Supplier on demand. The Hirer shall not compromise any claim without express consent of the Supplier.

14. NON RETURNED, LOST, STOLEN, DAMAGED OR UNCLEAN EQUIPMENT

The Hirer accepts full responsibility for the care and safekeeping and return in good order of the Equipment. It is the Hirer's responsibility to ensure that prior to returning the equipment it is free of all chemical residuals. The Supplier reserves its right to inspect equipment prior to any return or issue of the off-hire number. The Hirer will pay to the Supplier all costs incurred by the Supplier in rectifying the condition of any Equipment returned damaged or unclean. The Hirer will pay to the Supplier a charge equating to the financial loss to the Supplier until such rectification is complete. Where Equipment is lost or stolen or damaged beyond economic repair the Hirer accepts liability to pay for all financial loss to the Supplier until the liability referred to in Condition 13 is discharged. The Hirer's liability under this condition shall be without prejudice to any other rights of the Supplier.

15. TERMINATION OF HIRE

The Supplier shall be entitled at any time to terminate this contract (such termination to be effected immediately) and to repossess the equipment or part thereof if the Hirer:

- (i) is in breach of this Contract
- (ii) fails to pay an amount payable under the Contract on its due date
- (iii) fails to comply with the terms of the Contract unless remedied within seven (7) days' notice
- (iv) the Hirer becomes insolvent
- (v) there is a default under any other agreement, or other obligation of the Hirer or its Holding Company or the Hirer's or its Holding Company subsidiaries has with W.E.S Ltd. Such termination shall not affect the



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right of the Supplier to recover from the Hirer any monies due under this contractor damages for breach thereof.

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16. RIGHTS OF ACCESS

The Hirer hereby authorises the Supplier (upon production of this document) to enter upon any land or premises wherein the Supplier reasonably believes any Equipment or any part thereof to be and in so far as the Supplier in his absolute discretion deems necessary to inspect test repair replace or repossess the same.

17. BASIS OF CHARGING

The Supplier reserves the right to obtain a deposit of up to 35% of the total order value, as set out in the Contract, paid in advance.

18. CANCELLATION FEES

The Supplier reserves the right to charge cancellation fees as set out in the Contract.

19. PERSONAL INJURY/LIABILITY COVER

It is the Customer's responsibility to have insurance cover for public liability, personal injury and employer's liability.

20. DAMAGE TO SITE

WES is not responsible for any damage caused by or as a result of bad weather conditions. The Hirer will be responsible for the supply of boarding or tracking to assist with siting and de-rigging. The Hirer must take reasonable steps to ensure a clear level to site for the Equipment to be sited.

21. RIGHTS RESERVED

Any failure by the Supplier to enforce any or all of these Terms and Conditions shall not be constituted as a waiver of any of the Supplier's rights hereunder.

22. SEPARATE TERM VALIDITY AND CONTRACT VARIATIONS

Should any term of this Contract be held invalid, such invalidity shall not affect the validity of the remaining terms. Headings in these Terms and Conditions are for reference purposes only and shall not affect the interpretation of these Terms & Conditions. No variations to this contract shall be binding unless agreed in writing between the authorised representatives of the Supplier and the Hirer.

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