

STANDARD TERMS & CONDITIONS FOR EQUIPMENT RENTAL

These are the general terms and conditions that apply to the provision to you, the Customer, by us the Service/Equipment Provider, Daly Systems Limited, a company registered in England and Wales with company number 03144071 whose registered office is at Park House, 37 Clarence Street, Leicester, LE1 3RW for those Services and Equipment detailed on the signed order form and any associated order schedules.

1. EQUIPMENT HIRE

1.1 We shall hire the Equipment to you for use at the Site subject to the terms and conditions of this Rental Agreement.

1.2 We shall not, other than in the exercise of its rights under this Rental Agreement or applicable law, interfere with your quiet possession of the Equipment.

2. RENTAL PERIOD

2.1 the Rental Period starts on the Delivery Date and shall continue for the Minimum Term and thereafter shall automatically continue unless and until:

2.1.1 You give to us or we give to you not less than 30 days written notice to terminate expiring on or after the end of the Minimum Term.

2.1.2 this Rental Agreement is terminated earlier in accordance with its terms.

3. RENTAL PAYMENTS

3.1 You shall pay the Rental Payments to us in accordance with the amounts detailed on the Dalys Direct Order form. Payments as part of this contract should be made via Direct Debit collected approximately 14 days after the date of invoice.

3.2 Should you choose to pay by an alternative method, non-direct debit fees and late payment charges may be levied to cover additional costs incurred by us.

3.3 All amounts due under this Rental Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). For the avoidance of doubt time for payment is of the essence.

4. DELIVERY AND INSTALLATION

4.1 Delivery and installation (if applicable) of the Equipment will be made by us on a date agreed with us.

4.2 Your acceptance of Delivery of the Equipment is conclusive evidence that you have found it to be complete, in good working order and condition and satisfactory in every way.

5. TITLE, RISK & INSURANCE

5.1 Title of the Equipment shall during the Rental Period remain with us, and you shall have no right, title or interest in or to the Equipment (save the right to possession and use of the Equipment subject to the terms and conditions of this Rental Agreement).

5.2 During the Rental Period you shall be responsible for the risk of loss, theft, damage or destruction of the Equipment and you must not, nor try to, sell, transfer, let, hire, dispose of or part with the Equipment or any part of it.

5.3 During the Rental Period, you shall at your own expense, obtain and maintain the following insurances:

5.3.1 Insurance of the Equipment to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident and such other risks as we may from time to time nominate in writing;

5.3.2 Insurance for such amounts as a prudent owner or operator of the Equipment would insure for. Or such amount as we may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising in connection with the equipment and;

5.3.3 Insurance against such other or further risks relating to the Equipment as may be required by law, together with such other insurance as we may from time to time consider reasonably necessary to advise to you.

5.4 All insurance policies procured by you shall be endorsed to provide us with at least 20 Business Days' prior written notice of cancellation or material change (including and reduction in coverage or policy amount) and shall

upon our request name us on the policies as a loss payee in relation to any claim relating to the Equipment. You shall be responsible for paying any deductibles due on any claims under such insurance policies.

5.5 You shall give us immediate written notice in the event of any loss, accident or damage to the Equipment arising out of or in connection with your possession or use of the Equipment.

5.6 If you fail to effect or maintain any of the insurances required under this Rental Agreement, we shall be entitled to effect and maintain the same, pay such premiums as may be necessary for that purpose and we may recover the same as a debt due from you.

5.7 You shall on demand supply copies of the relevant insurance policies or other insurance confirmation acceptable to us and proof of premium payment to us to confirm the insurance arrangements.

6. YOUR RESPONSIBILITIES

6.1 You shall be responsible for choosing the Equipment and ensuring the Equipment is suitable for your requirements.

6.2 You shall during the term of this Rental Agreement:

6.2.1 ensure that the Equipment is kept and operated in a suitable environment, used only for the purposes for which it is designed, and operated in a proper manner by trained competent staff in accordance with any operating instructions;

6.2.2 take such steps (including compliance with all safety and usage instructions provided by us) as may be necessary to ensure, so far as is reasonably practicable, that the Equipment is at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work;

6.2.3 maintain at your expense the Equipment in good and substantial repair in order to keep it in as good an operating condition as it was on the Delivery Date (fair wear and tear only excepted) including replacement of worn, damaged and lost parts, and shall make good any damage to the Equipment, unless equipment is covered by an explicit maintenance agreement detailing to the contrary in which case parts of this clause may not apply

6.2.4 make no alteration to the Equipment and shall not remove any existing component(s) from the Equipment without our prior written consent unless the component(s) is/are replaced immediately (or if removed in the ordinary course of repair and maintenance as soon as practicable) by the same component or by one of a similar make and model or an improved/advanced version of it. Title and property in all substitutions, replacements, renewals made in or to the Equipment shall vest in us immediately upon installation;

6.2.5 keep us fully informed of all material matters relating to the Equipment;

6.2.6 keep the Equipment at all times at the Site and shall not move or attempt to move any part of the Equipment to any other location without our prior written consent;

6.2.7 at all times keep the Equipment in your possession or control;

6.2.8 permit us or our duly authorised representative to inspect the Equipment at all reasonable times and for such purpose to enter upon the Site or any premises at which the Equipment may be located, and shall grant reasonable access and facilities for such inspection;

6.2.9 maintain operating and maintenance records of the Equipment and make copies of such records readily available to us, together with such additional information as we may reasonably require; and if equipment is leased under an operating lease allow us to carry out any maintenance as we see fit on mutually agreed dates so we may maintain the equipment

6.2.10 not, without our prior written consent, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of it;

6.2.11 not without our prior written consent, attach the Equipment to any land or building so as to cause the Equipment to become a permanent or immovable fixture on such land or building. If the Equipment does become affixed to any land or building then the Equipment must be capable of being removed without material injury to such land or building and you shall repair and make good any damage caused by the affixation or removal of the Equipment from any land or building and indemnify us against all losses, costs or expenses incurred as a result of such affixation or removal;

6.2.12 not do or permit to be done any act or thing which will or may jeopardise our right, title and/or interest in the Equipment and, where the Equipment has become affixed to any land or building, you must take all necessary steps to ensure that we may enter such land or building and recover the Equipment both during the term of this Rental Agreement and for a reasonable period thereafter, including by procuring from any person having an interest in such land or building, a waiver in writing and in favour of us of any rights such person may have or acquire in the Equipment and a right for us to enter onto such land or building to remove the Equipment;

6.2.13 not suffer or permit the Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Equipment is so confiscated, seized or taken, you shall notify us and you shall at its sole expense use your best endeavours to procure an immediate release of the Equipment and shall indemnify us on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;

6.2.14 not use the Equipment for any unlawful purpose;

6.2.15 ensure that at all times the Equipment remains identifiable as being our property and wherever possible shall ensure that a visible sign to that effect is attached to the Equipment;

6.2.16 deliver up the Equipment at the end of the Rental Period or on earlier termination of this Rental Agreement at such address as we require, or if necessary allow us or our representatives access to the Site or any premises where the Equipment is located for the purpose of removing the Equipment; and

6.2.17 not do or permit to be done anything which could invalidate the insurances referred to in clause 5.

6.3 You acknowledge that we shall not be responsible for any loss of or damage to the Equipment arising out of or in connection with any negligence, misuse, mishandling of the Equipment or otherwise caused by you or your officers, employees, agents and contractors, and you undertake to indemnify us on demand against the same, and against all losses, liabilities, claims, damages, costs or expenses of whatever nature otherwise arising out of or in connection with any failure by you to comply with the terms of this Rental Agreement.

7. WARRANTY

7.1 Insofar as the Equipment comprises or contains equipment or components which were not manufactured or produced by us, you shall be entitled to only such warranty or other benefit as we have received from the manufacturer.

8. LIABILITY

8.1 Without prejudice to clause 8.2, our maximum aggregate liability for breach of this Rental Agreement (including any liability for the acts or omissions of its employees, agents and subcontractors), whether arising in contract, tort (including negligence), misrepresentation or otherwise, shall in no circumstances exceed the total of the Rental Payments due in respect of the Rental Agreement.

8.2 Nothing in this Rental Agreement shall exclude or in any way limit:

8.2.1 either party's liability for death or personal injury caused by its own negligence;

8.2.2 our or your liability for fraud or fraudulent misrepresentation.

8.3 This Rental Agreement sets forth the full extent of our obligations and liabilities in respect of the Equipment and its hiring to you. In particular, there are no conditions, warranties or other terms, express or implied, including as to quality, fitness for a particular purpose or any other kind whatsoever, that are binding on us except as specifically stated in this Rental Agreement. Any condition, warranty or other term concerning the Equipment which might otherwise be implied into or incorporated within this Rental Agreement, whether by statute, common law or otherwise, is expressly excluded as far as and to the extent that it is possible to do so by law.

8.4 Without prejudice to clause 8.2, neither we nor you shall be liable under this Rental Agreement for any:

8.4.1 Loss of profit;

8.4.2 Loss of revenue;

8.4.3 Loss of business;

8.4.4 Indirect or consequential loss or damage;

In any case, however caused, even if foreseeable.

9. TERMINATION

9.1 Without affecting any other right or remedy available to it, we may terminate this Rental Agreement with immediate effect by giving notice to you if;

9.1.1 you fail to pay any amount due under this Rental Agreement on the due date for payment and remain in default not less than 14 days after being notified to make such payment;

9.1.2 you commit a material breach of any other term of this Rental Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified to do so;

9.1.3 you repeatedly breach any of the terms of this Rental Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Rental Agreement;

9.1.4 you suspend, or threaten to suspend, payment of your debts or are unable to pay your debts as they fall due or admit inability to pay your debts or are deemed unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986;

9.1.5 you commence negotiations with all or any class of your creditors with a view to rescheduling any of your debts, or make a proposal for or enter into any compromise or arrangement with your creditors other than for the sole purpose of a scheme for your solvent amalgamation with one or more other companies or your solvent reconstruction;

9.1.6 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with your winding up other than for the sole purpose of a scheme for your solvent amalgamation with one or more other companies or your solvent reconstruction;

9.1.7 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over you;

9.1.8 the holder of a qualifying floating charge over your assets has become entitled to appoint or has appointed an administrative receiver;

9.1.9 a person becomes entitled to appoint a receiver over your assets or a receiver is appointed over your assets;

9.1.10 a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of your assets and such attachment or process is not discharged within 14 days;

9.1.11 any event occurs, or proceeding is taken, with respect to you in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 9.1.4 to clause 9.1.10 (inclusive); or

9.1.12 you suspend or cease, or threaten to suspend or cease, carrying on all or a substantial part of its business.

9.2 This Rental Agreement shall automatically terminate if a Total Loss occurs in relation to the Equipment.

10. CONSEQUENCES OF TERMINATION

10.1 Upon termination of this Rental Agreement, however caused:

10.1.1 our consent to your possession of the Equipment shall terminate and we may, by our authorised representatives, without notice and at your expense retake possession of the Equipment and for this purpose may enter the Site or any premises at which the Equipment is located; and

10.1.2 without prejudice to any of our other of our rights or remedies you shall pay to us on demand:

10.1.2.1 all Rental Payments and other sums due but unpaid at the date of such demand together with any interest accrued

10.1.2.2 any costs and expenses incurred by us in recovering the Equipment and/or in collecting any sums due under this Rental Agreement (including any storage, insurance, repair, transport, legal and remarketing costs).

10.2 Upon termination of this Rental Agreement pursuant to clause 9.1, any other repudiation of this Rental Agreement by you which is accepted by us or pursuant to clause 9.2, without prejudice to any of our other rights or remedies you shall pay to us on demand a sum equal to the whole of the Rental Payments that would (but for the termination) have been payable if the Rental Agreement had continued from the date of such demand to the end of the Minimum Term less a discount of 5% for accelerated payment

10.3 The sums payable pursuant to clause 10.2 shall be agreed compensation for our loss and shall be payable in addition to the sums payable pursuant to clause 10.1.2

10.4 Termination or expiry of this Rental Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Rental Agreement which existed at or before the date of termination or expiry.

11. FORCE MAJEURE

We shall not be in breach of this Rental Agreement nor liable for delay in performing, or failure to perform, any of our obligations under this Rental Agreement if such delay or failure result from events, circumstances or causes beyond our reasonable control. In such circumstances we shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for two months, you may terminate this Rental Agreement by giving 14 days' written notice to us.

12. CONFIDENTIAL INFORMATION

12.1 You undertake that you shall not at any time disclose to any person any confidential information concerning our business, affairs, customers, clients or suppliers or those of any member of our group of companies except as permitted by clause 12.2.

12.2 You may disclose our confidential information:

12.2.1 to your employees, officers, representatives or advisers who need to know such information for the purposes of carrying out your obligations under this Rental Agreement. You shall ensure that your employees, officers, representatives or advisers to whom you disclose our confidential information comply with this clause 12; and

12.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.3 You shall not use our confidential information for any purpose other than to perform your obligations under this Rental Agreement.

13. NOTICES

13.1 Any notice given under or in connection with this Rental Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office; or

13.2 Any notice shall be deemed to have been received:

13.2.1 if delivered by hand, on signature of a delivery receipt;

13.2.2 if sent by pre-paid first class post or other next working day delivery service, at 9.00am on the second Business Day after posting.

13.3 This clause does not apply to the service of any proceeding or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

14. GENERAL

14.1 Assignment and other dealings. This Rental Agreement is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Rental Agreement.

14.2 Entire Agreement. This Rental Agreement constitutes the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between you and us, whether written or oral, relating to its subject matter. You agree that you shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Rental Agreement. You agree that you shall have no claim for innocent or negligent misrepresentation based on any statement in this Rental Agreement.

14.3 Variation. No variation of this Rental Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

14.4 No partnership or agency. Nothing in this Rental Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

14.5 Further assurance. Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, [promptly] execute and deliver such documents and perform such acts as may [reasonably] be required for the purpose of giving full effect to this Rental Agreement.

14.6 Counterparts. This Rental Agreement may be executed in any number of counterparts, each of which when executed [and delivered] shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. No counterpart shall be effective until each party has executed at least one counterpart.

14.7 Third party rights. No one other than a party to this Rental Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

14.8 Waiver. No failure or delay by a party to exercise any right or remedy provided under this Rental Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

14.9 Rights and remedies. Except as expressly provided in this Rental Agreement the rights and remedies provided under this Rental Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

14.10 Severance. If any provision or part-provision of this Rental Agreement is or becomes invalid, illegal or unenforceable, we and you shall negotiate in good faith with each other to amend such provision so that, as amended, it is legal, valid and enforceable and, to the greatest extent possible, achieves the intended commercial

result of the original provision. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Rental Agreement.

14.11 Governing law. This Rental Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

14.12 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Rental Agreement or its subject matter or formation (including non-contractual disputes or claims).

15. INTERPRETATION

15.1 The following definitions and rules apply in this agreement.

“Business Day” means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

“Delivery Date” means the date set where the Equipment arrives at the customer premises.

“Equipment” refers to the items of equipment listed in the Equipment Schedule, all substitutions, replacements or renewals of such equipment and all related accessories, manuals and instructions provided for it.

“Minimum term” refers to the minimum contractual period as set out on Order Form.

“Rental Agreement” refers to the overall agreement under this schedule encompassing the Rental Plan together with these rental terms and conditions the Rental Period

“Rental Payments” means the payments made by you or on your behalf for hire of the Equipment as set out in the Rental Plan.

“Rental Plan” means the Rental Plan as set out at the beginning of these rental terms and conditions and detailed on the Equipment Schedule.

“Rental Period” means the period of hire as set out in clause 3.

“Site” means your premises for location of the Equipment as set out in the Rental Plan.

“Total Loss” means the Equipment is, in our reasonable opinion or the opinion of our insurer(s), damaged beyond repair, lost, stolen, seized or confiscated.

“We, Us and Our” refers to Daly Systems Limited incorporated and registered in England and Wales with company number 03144071 whose registered office is at Park House, 37 Clarence Street, Leicester, LE1 3RW.

“You and Your” refers to the person who has accepted these terms and conditions and as set out in the Rental Plan.

15.2 Clause headings shall not affect the interpretation of this Rental Agreement.

15.3 References to clauses are to the clauses of this Rental Agreement.

15.4 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person’s legal and personal representatives, successors and permitted assigns.

15.5 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

15.6 Unless the context otherwise requires, words in the singular shall include the plural and vice versa.

15.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

15.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.

15.9 A reference to writing or written includes e-mail.

15.10 Any words following the terms, including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.