

## SPECIALIST SERVICES HOLDINGS LIMITED TERMS AND CONDITIONS - HIRE OF BUILDINGS

- 1.0** The details of the Building(s) and Equipment to be hired to the Hirer by Specialist Services Holdings Ltd, (hereinafter "Owner") are set out in Owners proposal letter in which these terms and conditions are referred ("Proposal")
- 2.0 Definition of Terms**
- 2.1 "Owner" means Specialist Services Holdings Ltd, P.O. Box 3917, Abu Dhabi, UAE,
- 2.2 "Owner Group" means Owner, its affiliates and agents and its and their respective directors, officers and employees.
- 2.3 "The Hirer" means the party taking Owners Building(s) and Equipment on hire whether individual firm, company or public authority.
- 2.4 Hirer Group means the Hirer its subcontractors (other than Owner) its and their respective affiliates and agents, its and their respective directors, officers and employees (including agency personnel but shall not include any member of the Owner Group);
- 2.5 "Building(s)" means all classes of prefabricated and portable buildings, erectable structures, furniture, accessories and ancillary equipment which the Owner agreed to hire to the Hirer.
- 2.6 "The Contract" shall mean Owners proposal letter and these Terms and Conditions together with Hirers acceptance thereof. In the case of any of these Terms and Conditions being modified by Owners proposal letter then the Owners proposal letter shall take precedence.
- 3.0 Buildings and Equipment on Hire**
- 3.1 The Building(s) and equipment on hire shall be as detailed in the Proposal.
- 3.2 Building(s) shall only be used unless otherwise agreed at the Hirer's facilities or work place as defined in the proposal.
- 3.4 Where the Proposal includes furniture and equipment; this furniture and equipment is the property of the Owner and shall be returned in good order, fair wear and tear excepted, on completion of the hire period.
- 4.0 Minimum Hire Period**
- 4.1 The minimum hire period will be defined in the proposal and the hire period shall be consecutive days. Additional hire time will be charged at the rates quoted in the proposal.
- 5.0 Commencement Date**
- 5.1 This period of hire shall be as per the defined/confirmed delivery date shown in the purchase order.
- 6.0 Hire Rate**
- 6.1 The hire rate for the Building(s), furniture and equipment shall be detailed in the proposal
- 7.0 Replacement Value**
- 7.1 The replacement value of the Building(s), furniture and equipment is defined in the proposal. The replacement value will increase by 10% on 1st January every year.

7.2 Should the Building(s) not be returned to Owner within the hire period as stipulated in the purchase order or any extension thereto, Owner shall invoice the replacement value and such invoice shall be paid within 15 days of receipt.

#### **8.0 Availability and Delivery of Building(s) and Equipment**

8.1 Subject to availability the Building(s) can only be reserved when a purchase order with a defined/confirmed delivery date is accepted by Owner.

8.2 The Building(s) will be ready for collection within the time stipulated in the Proposal.

8.3 All hire periods stipulated within the purchase order shall include all travel time from and to Owners facility.

8.4 Any extension of purchase order shall be received by Owner no fewer than seven (7) days prior to expiry of original purchase order or extension thereto. Should the purchase order extension not be received within the stipulated period an administration fee equal to 30 days rental shall be added to the following invoice.

8.5 An amount equal to 30 days rental will be charged if an order is cancelled after receiving a purchase order but prior to mobilisation. If mobilisation has occurred all associated charges incurred will also be charged.

#### **9.0 Extent of Contract**

9.1 These Terms and Conditions – Hire of Buildings, together with any proposal letter provided by the Owner agreed to in writing by Owner constitute the entire Contract between the parties and may not be amended except in writing by Owners authorised representative. Each hire furnished to, Hirer will only be on these Terms and Conditions, notwithstanding different or additional terms and conditions contained on any of Hirer's forms, which are hereby objected to and which will not be binding on Owner. Any quotation issued by Owner is valid for a period of 30 days only from the date of issue provided that Owner has not previously withdrawn it. All quotations of Owner are subject to change at any time. The failure of either party to enforce any provision hereof will not constitute a waiver or preclude subsequent enforcement thereof. No partial invalidity of this Contract will affect the remainder. All instructions, notices, agreements, authorizations, approvals and acknowledgements shall be in writing.

9.2 Owners proposal letter do not constitute an offer by Owner to hire the Buildings to Hirer and no order placed in response to a quotation will be binding unless accepted by Owner in writing. All such acceptances by Owner will be subject to availability of the necessary Buildings and to Owner being able to obtain any necessary authorisation and/or licences and the same remaining valid.

9.3 No conditions or warranties other than herein specifically set forth shall be implied or deemed to be incorporated or to form part of the Contract.

9.4 In the event of a conflict between these Terms and Conditions and the provisions of any of Hirers printed or other prepared form of purchase orders, work or service orders, job or delivery tickets, or other similar forms, the provisions of these Terms and Conditions shall govern and control.

9.5 Hirer agrees to the Terms and Conditions contained herein, unless Hirer specifically object to Owner in writing to those specific Terms and Conditions which are not acceptable (a) no later than 7 days after confirmation date or invoice date whichever is earlier, or (b) prior to the time Owner, as per Customer's request, dispatches Buildings to Hirer, whichever is earlier. Any conflict between these Terms and Conditions shall not be altered, changed or modified, except as specifically provided herein or by the written agreement of Hirer and Owner, signed by a duly authorised officer or representative of Owner

**10.0 Consents, Licenses, Permissions, Taxes and Duties**

- 10.1 The Hirer shall obtain all permissions, consents and licenses required for the Building(s) under any statute, regulation or by law or by any land owner and in due time comply with any conditions imposed in respect thereof.
- 10.2 The Hirer shall be responsible for all charges, fees, taxes, duties or other imposts of whatsoever nature arising from the transport of the Building(s) to and from countries outside of the United Arab Emirates (UAE) and for its operations outside of the UAE.
- 10.3 If a Certificate of Origin is required for a hire location outside of the UAE the costs of having this produced by the relevant authorities in the UAE + 20% shall be charged along with the first invoice.

**11.0 Delivery in Good Order, Suitability**

- 11.1 The Building(s) shall be deemed to be in good order and condition in accordance with the terms of contract and to the Hirer's satisfaction unless notification is received by the Owner at the point of collection by Hirer or within three days of the Building(s) being delivered to the Hirer.
- 11.2 The owner hereby warrants that it has title to the Building(s), that the same is free from defects in workmanship and materials and in good operating condition at the time of delivery. No warranty is given that the Building(s) are suitable for the purpose required by the Hirer.

**12.0 Loading, Unloading and Installation**

- 12.1 The Hirer shall be responsible for the loading & offloading of the Building(s) at site and shall be responsible for any damage caused
- 12.2 The Hirer shall bear the cost of any lifting or special apparatus required for the loading & offloading of the Building(s) at site.
- 12.3 The Hirer shall install the Building(s) on level foundation pads in accordance with any drawing if supplied by the Owner.

**13.0 Connection of Main Services**

- 13.1 Connection and disconnection of main services on site is the responsibility of the Hirer. The Hirer is responsible for ensuring that the building start-up procedure is adhered to.
- 13.2 Water tanks and similar equipment shall not be supported on the roof or any other parts of the Building(s).

**14.0 Maintenance, Care and Alterations**

- 14.1 The Hirer shall be responsible for maintaining the Building(s) in the same condition as on the date of delivery using the same in a workmanlike manner and returning the Building(s) on completion of hire in a good and clean condition (fair wear and tear excepted). Upon return Owner will carry out an inspection and a notification will be sent to the Hirer detailing any loss, damage or cleaning costs chargeable to the Hirer.
- 14.2 No alteration, modification or repair shall be carried out on the Building(s) without prior written consent of the Owner.
- 14.3 The Hirer shall be responsible for replacing light bulbs, AC gas (with Owners written permission), fuses, MCBs, light tubes and other small consumables as necessary and the adjustment, calibration and maintenance of all equipment inclusive of regular services of the same.
- 14.4 If the Building(s) cease to function fully or partially during the hire period the Owner will provide a technician to repair the unit. All costs of travel, accommodation, visas, passes etc. shall be paid by the Hirer. The technicians' time shall be to the Owners account only if the unit failure is due to the Owners defective workmanship or materials otherwise these costs are to the Hirers account.
- 14.5 The Owner will give written authorisation for the Hirer to use qualified technicians to make necessary repairs and adjustments. Should the hired Building(s) need to be replaced the Hirer shall pay the cost

of the transport of the replacement units from the Owner's premises to the site if the units replacement is not due to Owners defective workmanship or materials.

14.6 Owner reserves the right to refuse to dispatch Building(s) or personnel to worksites threatened by warfare, terrorist activities, or other unsafe conditions as determined by Owner. Various factors may be considered when determining hazardous locations including seeking advice from the Foreign and Commonwealth Office. Where Hirer requests Owner or Building(s) be despatched to such hazardous locations Owner and Hirer shall enter into reasonable commercial discussions and negotiations. If the Parties cannot agree on a course of action within fourteen (14) business days following the request of dispatch, or Owner refuses to dispatch Building(s) or personnel, the Hirer shall

(a) In the event of refusal to dispatch personnel only and upon written approval by Owner, hire a third party professional to repair or maintain the Building(s) and charge all such direct and substantiated costs to Owner.

(b) Terminate the affected Order upon written notice and without penalty to Owner.

## **15.0 Inspection**

15.1 The Hirer shall at all times allow the Owner, the Owner's agents or servants to have reasonable access to the Building(s) to inspect, test, adjust, repair or replace same during the hire period only.

## **16.0 Period of Hire**

16.1 Unless otherwise provided for in the proposal, the period of hire commences on the day contracted to leave the Owner's premises and terminates on the day received back there both days being included in the period of hire.

## **17.0 Termination**

17.1 The contract shall be terminable by 7 days' notice in writing given by the Hirer. Notwithstanding that the minimum hire period shall apply.

17.2 The Owner shall be entitled to terminate the Agreement forthwith and repossess the Building(s) in the event of the failure of the Hirer to comply with any of the conditions herein contained.

17.3 It is the responsibility of the Hirer to return the Building(s) to the Owners facilities at the termination of the hire period.

17.4 If the hire is terminated prematurely the Owner is entitled to payment in full for the minimum hire period stated.

## **18.0 Loss, Damage and Malfunction**

18.1 The Hirer shall report in writing to the Owner within 48 hours details of any loss or damage or malfunction.

18.2 During the continuance of the hire period the Hirer shall make good to the Owner all loss or damage to the Building(s) from whatever cause the same may arise (fair wear and tear excepted) except loss or damage caused by the willful act or negligence of the Owner or breach of any terms of this Agreement by the Owner.

18.3 All units must be returned to Owner. Upon return Owner will carry out an inspection and a notification will be sent to the Hirer detailing any loss, damage or cleaning costs chargeable to the Hirer.

18.4 The Owner accepts no liability or responsibility for any loss or damage due to or arising from the Building(s) being unusable, uninhabitable or unavailable through any cause whatever.

## **19.0 Liability**

19.1 Without prejudice to Clause 18, the Hirer shall be responsible for and shall save, indemnify and hold harmless Owner Group from and against: -

- (a) all claims, losses, damages, proceedings, causes of action and expenses (including court costs and other litigation costs) arising in respect of/or as a result of loss or damage to the Buildings while in the care, custody and control of the Hirer.
  - (b) personal injury including death or disease to any person employed by the Hirer Group arising from or relating to the performance of the Contract or the use of the Buildings;
  - (c) loss of or damage to the property of the Hirer Group whether owned, leased, hired or otherwise provided by the Hirer Group arising from or relating to the performance of the Contract and/or the use of the Buildings;
  - (d) personal injury including death or disease or loss of or damage to the property of any third party caused by the performance of the Contract
- 19.2 The Hirer shall be responsible for and shall save, indemnify and hold harmless the Owner Group from and against all claims, losses, damages, proceedings, causes of action and expenses (including court costs and other litigation costs) of whatsoever nature arising from:-
- (a) pollution and/or contamination (including without limitation pollution or contamination emanating from any reservoir or in-hole below the rotary table or above the rotary table);
  - (b) any non-compliance or contravention of law or regulation; or
  - (c) without prejudice to Clause 12.1:
    - (i) the loss or damage to any well or hole;
    - (ii) blow out, fire, explosion, cratering or uncontrollable oil condition (including the costs to control a wild well and the removal of debris);
    - (iii) damage to any reservoir, geological formation or underground strata or the loss of oil or gas therefrom;
    - (iv) the use of radioactive tools in relation to the use of the Building or any contamination resulting therefrom (including retrieval and/or containment and clean up), which arise(s) from the performance of the Contract
- 19.3 If Hirer receives a claim or otherwise becomes aware that any Building or part thereof manufactured by Owner infringes or allegedly infringes a patent or other intellectual property right, Hirer shall notify Owner immediately in writing and give Owner information, assistance and exclusive authority to evaluate, defend and settle such claim or potential infringement. Owner shall then at its own expense and option (a) settle such claim; (b) procure for Hirer the right to use such Building; or (c) replace or modify it to avoid infringement or (d) defend against such claim
- 19.4 The Customer shall save, indemnify, defend and hold harmless the CUKRS Group from all claims, losses, damages, costs (including legal costs), expenses and liabilities of every kind and nature for, or arising out of, any alleged infringement of any patent or proprietary or protected right arising out of or in connection with the performance of the obligations of the Customer under the Contract.
- 19.5 Notwithstanding any provision to the contrary elsewhere in the Contract, the Hirer shall save, indemnify, defend and hold harmless the Owner Group from the Hirer Group's own Consequential Loss and Owner shall save, defend, indemnify and hold harmless the Hirer Group from the Owner Group's own Consequential Loss, arising from, relating to or in connection with the performance or non-performance of the Contract.
- 19.6 All exclusions and indemnities given under this Clause 19 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 under contract, tort or otherwise at law.

## **20.0 Limit of Liability**

- 20.1 Owners cumulative liability to the Hirer under any Contract howsoever arising shall be limited to 100% of the Contract price.

20.2 Owner will not have any liability whether contractual or in tort, for any indirect or Consequential Loss, costs, damages, charges or expenses arising out of or in connection with any Contract. For the purpose of this Clause 20.2 and Clause 19.5 “**Consequential Loss**” shall mean vessel and/or installation downtime, loss and/or deferral of production, loss of profit, loss of use, loss of revenue, profit or anticipated profit (if any), in each case whether direct or indirect and whether or not foreseeable at the date of the Contract.

### **21.0 Rental and Payment Terms**

21.1 Mobilisation, demobilisation, documentation charges if applicable and first two months rental charges, calculated from the date shown on the delivery note or as per the defined/confirmed delivery date stated in the purchase order, whichever is earlier, shall be invoiced and paid in advance. Subsequent month’s rentals shall be invoiced in advance.

21.2 The hire charges payable under this Agreement shall be paid by the Hirer monthly in advance to the Owner during the continuance of the hire period (as defined in Clause 4.1) and no allowance or deduction shall be permitted from such hire charges in respect of any period where for whatever reason the Building(s) shall not be used by the Hirer except where the Building(s) cease to function or is not available for use by the Hirer due to the fault or negligence of or breach of this Agreement by the Owner, in which event, the Owner shall deduct and refund (if paid by the Hirer) the relevant portion of the rental to the Hirer for such period (without prejudice to any other rights of the Hirer under this Agreement). All payments shall become due on issue of the owner’s invoice.

21.3 Odd days at the end of the hire period shall be charged at thirtieths of the monthly rate.

21.4 Any agreement between Owner and Hirer is subject to Hirer establishing and maintaining credit satisfactory to Owner. Owner reserves the right to approve or reject the credit of any Hirer and to establish credit terms for each Hirer. Owner can terminate this Contract or modify credit terms at any time prior to delivery of Buildings without further liability if Owners assessment of Hirers financial condition changes. Owner reserves the right, prior to making any shipment of Building, to require that Hirer furnish security for performance of Hirers obligations.

### **22.0 Transport**

22.1 The Hirer shall pay the cost of the transport of the Building(s) from the Owner's premises to the site and return to the named premises on completion of the hire period unless specifically stated otherwise. In such case the Owner shall assume the risks of loss or damage to the Building(s) while in transit.

22.2 All legalisation, documentation and certification necessary for transportation will be charged to the Hirer.

22.3 Charges incurred from Government Ports & Customs Department will be charged to the Hirer.

### **23.0 Sub-Let and Change of Site**

23.1 The Hirer shall not re-hire, sell, mortgage, charge, pledge, part with possession of, or otherwise deal with the Building(s) or contents and shall protect the same against distress, execution or seizure and shall indemnify the Owner against all losses, damages, costs, charges and expenses that may be occasioned by any failure to observe and perform this condition.

23.2 The Hirer shall not assign his rights hereunder nor sub-let or lend the Building(s) or any part thereof to a third party without the prior written consent of the Owner.

23.3 The Hirer shall not move the Building(s) from the site to which it is delivered or consigned unless prior written consent is obtained from the Owner.

23.4 The Hirer shall notify the Owner not less than seven days from the time of moving about their intention to relocate the Building(s).

**24.0 Identification Marks**

24.1 The Owner retains the right to affix a mark or plate on the Building(s) identifying them as the Owner's property and the Hirer shall not remove, deface or cover up the same.

**25.0 Risk**

25.1 All risk in the Buildings shall pass to the Hirer upon delivery and shall remain with the Hirer throughout the hire period and the Hirer shall keep the Buildings insured against this risk. The Hirer shall, if required by Owner, provide written evidence of such insurance.

**26.0 Title to Equipment**

26.1 Unless otherwise agreed in writing between the parties the property and title in the Buildings shall not pass to the Hirer but shall remain vested in Owner throughout the hire period.

**27.0 Law**

27.1 This agreement shall be subject to the Laws of the U.A.E.

**28.0 Provisions Surviving Hire Agreement**

28.1 Termination of Agreement or any parts thereof shall not release the Parties from obligations which expressly or by their nature survive the Hire Agreement or extend beyond the Hire Agreement termination.

**29.0 Arbitration**

29.1 Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Arbitration Rules of the DIFC – LCIA Arbitration Centre, which Rules are deemed to be incorporated by reference into this clause.

The number of arbitrators shall be one.

The seat, or legal place, of arbitration shall be DIFC.

The language to be used in the arbitration shall be English.

The governing law of the contract shall be the substantive law of United Arab Emirates as applicable in the Emirate of Dubai.

**30.0 Insurance**

30.1 The Hirer will insure the Building(s) for the full period of the hire, from loading at Owner premises to return to Owners premises. Insurance will be for full replacement value of the Building(s) and will cover All Risks and Transportation.

30.2 Owner can offer a Waiver of the Insurance Obligation at five percent (5%) of the daily hire rate of each unit.

**31.0 Confidentiality**

31.1 Hirer shall strictly maintain the confidentiality of all confidential information concerning Owner, Buildings, which is acquired by, or disclosed to, Hirer. Owner shall not acquire any title, interest or rights in such confidential information pursuant to this Contract.

**32.0 Anti-Bribery and Corruption**

32.1 The Hirer warrants, represents and agrees that in negotiating and concluding any Contract it has complied, and in performing its obligations under the Contract it has complied and shall comply, with all applicable anti-bribery and corruption laws, regulations and other legally binding measures relating

to bribery, corruption or similar activities of: (i) the United States of America, including without limitation, the Foreign Corrupt Practices Act 1977; (ii) the United Kingdom, including without limitation, the Bribery Act 2010; and (iii) any country or countries in which any of the obligations of the Contract are to be or are performed.

### **33.0 Export Controls and Sanctions**

33.1 Hirer warrants, represents and agrees that the Buildings and all of the subject technology supplied by Owner to the Hirer in connection with any Contract shall not be exported, re-exported, sold, transferred, diverted, rented or otherwise disposed of in violation of relevant laws and regulations including: (a) US Export Administration Regulations (EAR) and International Traffic in Arms Regulations (ITAR); (b) applicable EU export control regulations, sanctions and embargoes; (c) applicable US sanctions and embargoes administered by the US Department of Treasury; and / or (d) any applicable foreign laws and regulations.