

1. DEFINITIONS

- a) The 'Owner' is **PolyEurope** and includes their successors and assigns.
b) The 'Hirer' is the company, firm, person, corporation or public authority taking the Owner's plant on hire and includes their successors or person representatives.
c) 'Plant' covers all classes of plant, machinery, equipment and accessories therefore which the Owner agrees to hire to the Hirer.
d) A 'day' shall be 24 hours unless otherwise specified in the contract.
e) A 'week' shall be 7 consecutive days.

2. EXTENT OF CONTRACT

No terms or conditions other than those specifically set forth in the Offer and Acceptance or herein save as otherwise agreed in writing and signed on behalf of the Owner by a Director shall be deemed to be incorporated in or to form a part of the contract.

3. ACCEPTANCE OF PLANT

All contracts whether verbal or in writing are entered into by the Owner subject to the terms and conditions referred to in Clause 2 and acceptance of the plant on site implies acceptance of all such terms and conditions.

4. UNLOADING & LOADING

The Hirer shall be responsible for unloading and loading of the plant at site and any personnel supplied by the Owner shall be deemed to be under the Hirer's control and shall comply with all directions of the Hirer.

5. DELIVERY IN GOOD ORDER

a) Unless notification to the contrary is received by the Owner from the Hirer in the case of plant supplied with an operator within 1 working day, and in the case of plant supplied without an operator within 2 working days of the plant being delivered on site, the plant shall be deemed to be in good order save for either an inherent fault or a fault not ascertainable by reasonable examination in accordance with the terms of the contract and to the Hirer's satisfaction. The Hirer shall be responsible for its safekeeping, use in a workmanlike manner within the manufacturer's rated capacity and return on completion of the hire in equal good order (fair weather and tear accepted). Such notification may be given by telephone but shall be confirmed in writing to be received by the Owner at its Registered Office.

b) The Hirer shall when hiring plant without the Owner's operator take on all reasonable steps to keep themselves acquainted with the state and condition of the plant. Should such plant be continued at work or in use in an unsafe and unsatisfactory state, the Hirer shall be solely responsible for any damage, loss or accident whether directly or indirectly arising there from.

c) The current Inspection Report or a copy thereof shall be supplied by the Owner if requested by the Hirer and returned on completion of the hire.

6. SERVICING & INSPECTION

The Hirer shall at all reasonable times allow the Owner, its Agents or Insurers to have access to the plant to inspect, test, repair or replace the same. As far as reasonably possible such work will be carried out at times to suit the convenience of the Hirer.

7. HANDLING OF PLANT

When an operator is supplied by the Owner with the plant, the Owner shall supply a person competent in operating the plant and such person shall be under the direction and control of the Hirer. Such operators shall for all purposes in connection with their employment in the working plant be regarded as the servants of the Hirer (but without prejudice to any of the provisions in Clause 12) who alone shall be responsible for all claims arising in connection with the operation of the plant by the said operator. When an operator is not supplied by the Owner, the Hirer shall be responsible for all daily routine maintenance tasks as itemised in the instruction manual relating to the plant published by the manufacturer of the plant, such tasks to include the correct maintenance of all lubricants and the maintenance of the plant in a state of good general order and cleanliness.

8. BREAKDOWN

a) Allowance of hire charges at a rate pro rata to the rates set out in the contract will be made to the Hirer for any stoppage due to breakdown of the plant caused by the development of an inherent fault or fair wear and tear.

b) The Hirer shall be responsible for all expenses and cost however and to whomsoever caused arising from any breakdown and all loss or damage caused through the Hirer's negligence or misuse of the plant, whether by the Hirer or

its servants, and for the payment of hire at the standard charges itemised in the schedule during the period that the plant is necessarily idle due to any such breakdown or due to any other breakdown not caused by the development of an inherent fault by fair wear and tear.

c) When the plant is hired without the Owner's operator, any breakdown or the unsatisfactory working of any part of the plant must be notified immediately to the Owner by telephone and confirmed in writing within 24 hours. Any claim for breakdown time will only be considered from the time and date of notification.

9. OTHER STOPPAGES

No claims will be admitted other than those allowed for under Clause 8. For the avoidance of doubt no claims will be admitted and no allowance made in respect of any delay or interruption in the case of the plant arising from any other cause what so ever including any holiday (statutory or otherwise), labour dispute or the effects of the weather.

10. LOSS OF USE OF OTHER PLANT

Each item of plant specified in the contract is hired as a separate unit and the breakdown or stoppage of one or more units (whether the property of the Owner or otherwise) through any cause whatsoever shall not entitle the Hirer to compensation or allowance for the loss of working time by any other unit or units of plant working in conjunction therewith provided that where two or more items of plant are hired together as a unit, for example in the case of a tandem plug, such items should be deemed one unit for purpose of breakdown.

11. CONSEQUENTIAL LOSSES

The Owner accepts no liability or responsibility for any consequential loss or damage caused by or arising from the breakdown or stoppage of the plant through any cause whatsoever and whether or not the same be by reason or in consequence of any negligence on the part of the Owner, its servants or agents, or through any non arrival of the plant which may arise from accident or breakdown during the loading or unloading or transport thereof or any other cause. The Hirer shall be responsible for arranging such insurance as may be appropriate in respect of any such consequential loss or damage. The Hirer shall indemnify the Owner against all claims in respect of such consequential loss or damage.

12. HIRER'S RESPONSIBILITY

a) For the avoidance of doubt it is hereby declared and agreed that nothing in this Clause shall affect the operation of Clauses 5, 7 and 8 of this agreement.

b) During the continuance of the hire period the Hirer shall, subject to the provisions referred to in Clause (a), make good to the Owner all loss of, or damage to the plant from whatever cause the same may arise, fair wear and tear excepted, in the event of the Hirer being liable. In respect of any such loss or damage the Hirer shall also pay to the Owner hire charges at the rate itemised in the schedule until the repair or replacement of the plant or the date of settlement of the Owner's claims pursuant to this sub paragraph, whichever shall first occur. Moreover, the Hirer shall indemnify the Owner in respect of all claims by any person whatsoever for the injury to persons or property caused by, or in connection with, or arising out of the use of the plant whether under statute of common law and in respect of all costs and charges in connection therewith.

c) Notwithstanding the above, the Owner shall (subject to the provisions of Clause 11) accept liability for any damage, loss or injury due to or arising from:

- (i) Prior to delivery of any plant to the site of the Hirer where the plant is in transit by transport of the Owner or as otherwise arranged by the Owner.
- (ii) During the assembly of any plant where such plant requires to be completely assembled on the site, always provided that such assembly is under exclusive control of the Owner or its agent.
- (iii) During the dismantling of any plant where plant requires to be dismantled after use prior to removal from site, always provided that such dismantling is under the exclusive control of the Owner or its agent.
- (iv) After the plant has been removed from the site and is in transit by transport of the Owner or as otherwise arranged by or upon the direction of the Owner.

13. NOTICE OF ACCIDENTS

If the plant is involved in an accident resulting in injury to persons or damage to property, immediate notice must be given to the Owner by telephone and confirmed in writing within 24 hours, and in respect of any claim not within the Hirer's agreement for indemnity, no admission, offer, promise of payment or indemnity shall be made by the Hirer without the Owner's consent in writing.

14. SUB-LETTING / RE-HIRING

The Hirer shall not assign the contract nor re-hire, sub-let or lend the plant or any part thereof to any third party without the prior written permission of the Owner.

15. RETURN OF PLANT FOR REPAIRS

If during the hire period the Owner decides that urgent repairs to the plant are necessary it may arrange for such repairs to be carried out on site or at any location of its nomination. Unless the repairs have been necessitated by the Hirer's negligence or misuse of the plant the Owner shall be obliged to replace the plant with similar plant if available and shall pay all transport charges involved except those relating to the movement between an off-shore location and a NL mainland port. In the event of the Owner being unable to replace the plant it shall be entitled to determine the contract forthwith by giving notice to the Hirer. Subject to the provisions in Clause 8(b) hereof, if such determination occurs:

- (i) Within 3 months from the commencement of hire the Owner shall pay all transport charges involved or;
- (ii) More than 3 months but less than 6 months from the commencement of hire the Owner shall be liable only for the cost of reloading and return transport.

16. BASIS OF CHARGING

a) Where the plant is accompanied by the Owner's operator, the Hirer shall sign the employee's Time Record Sheet daily or weekly. The signature of the Hirer's representative shall bind the Hirer to accept the hours shown on the Time Record Sheets.

b) Full allowance will be made for breakdown periods resulting from mechanical faults or absence of operator supplied by the Owner except where breakdown is due to the Hirer's misuse, misdirection or negligence, subject however to the provisions of Clause 7 of this agreement.

c) Breakdown time shall be allowed but not exceeding 10 hours each day on Monday to Friday less the actual daily hours worked.

d) Plant shall be hired out at 'per day' or 'per week' or for a minimum period, or such period as may be mutually agreed between the Owner and the Hirer.

17. COMMENCEMENT & TERMINATION

a) The hire period for all plant shall commence on the day on which the plant arrives on site, subject to the provisions of sub-paragraph b)

b) The hire period for the plant shall terminate on the Hirer contacting the Owner for an off hire number. The Owner will arrange collection and the Hirer will be notified of delivery and collection charges at commencement of hire period.

18. NOTICE OF TERMINATION

Notice of termination of hire shall be in accordance with the schedule relating to the individual hire. In the event of the hire being terminated by the Hirer before the completion of the minimum period specified in the schedule or without the period of notice specified therein, the hiring charges for the remainder of the minimum period specified or (if longer) the period of notice specified shall be payable in full at the specified daily or weekly rate.

19. WAGES & EXPENSES OF AN OPERATOR

Wages and expenses of operators shall be payable on the basis provided in the contract for time on site, time spent travelling to and from site and any other time properly expended in connection with the hire.

20. TRANSPORT

The Hirer shall pay the cost of and if required by the Owner, arrange transport of the plant from the Owner's depot or equal to the site, and return to named depot on completion of the hire period.

21. OWNER'S NAME PLATE

The Hirer shall not move, deface or cover up the Owner's plate or mark on the plant indicating that it is its property.

22. GOVERNMENT REGULATIONS

The Hirer will be responsible for compliance with the relevant statutory regulations including regulation under the Factories Act, the Health & Safety at Work Act and with regulations issued by the relevant local authority. Where the plant is to be employed outside the Netherlands the Hirer shall advise the Owner at the time of ordering the regulations with which the plant must comply and provide copies in English of such regulations. The Hirer will be responsible to the Owner for the cost of any addition or modification to the plant necessary for such compliance and the cost of re-converting the plant to NL standard at the termination of the hire period if required by the Owner. All such works of conversion and/or re-conversion shall be affected by the Owner.

23. PROTECTION OF OWNER'S RIGHTS

a) The Hirer shall not re-hire, sell, mortgage, change, pledge, part with possession of or otherwise deal with the plant except as provided under Clause 14 and shall protect the same against distress, execution and seizure and shall indemnify the Owner against all losses, damage, costs, charges and expenses arising as a result of any failure to observe and perform this condition.

b) If the Hirer shall make default in punctual payment of all sums due to the Owner for hire of the plant or other changes or shall fail to observe and perform the terms and conditions of this contract, or if the Hirer shall suffer any distress or execution to be levied against him or make or propose to make any arrangements with his creditors or being a company having a Receiver of its assets appointed or shall go into compulsory or voluntary liquidation (other than for the purposes of amalgamation or reconstruction) or shall do, or shall cause to be done or permit or suffer any act whereby the Owner's rights in the plant may be prejudiced or put in jeopardy, the Owner shall be entitled forthwith to terminate this agreement by giving notice to the Hirer (notwithstanding that the Owner may have waived some previous default or matter of the same or like in nature) and it shall there upon be lawful for the Owner to take possession of the said plant and for that purpose to enter into or upon any premises where the same may be and the determination of the hiring under this condition shall not affect the right of the Owner to recover from the Hirer any monies due under the contract or damages for breach thereof.

24. ENFORCED TRANSFERENCE

In the event of any item or items of the plant compromised in this hire contract being used by the Hirer on or in connection with a contract for the construction of works buildings and for a forfeiture of such contract being made by the Employer thereunder, the Owner will upon request in writing made by the Employer within seven days after the date when such forfeiture has become effective and on such Employer undertaking to pay all hire charges therefore from such last mentioned date, hire such item or items to such last mentioned date, during which such item or items were hired to the Hirer upon the same terms in all respects as are herein contained save that notwithstanding the provisions of Clause 23 hereof such employer shall be entitled to permit the use thereof by any other contract employed by him for the purpose of completing the works or buildings comprised in such contract.

25. PLANT RETURNS

The Hirer shall ensure that all plant returned on the termination of hire is signed for by the Owner or its representative.

26. LAW

The proper law of all contracts with the Owner shall be Dutch Law. The proper law shall govern in all respects the construction and effect of such contracts and these terms and conditions.