



## Conditions of Hire, Service & Equipment Sales

Unless otherwise modified on PMAC Quotation or by agreement on an individual purchase order PMAC standard Terms and Conditions will apply.

In these Conditions of Hire, Service & Equipment Sales, PMAC agrees to rent or sell, and the Customer agrees to rent or buy Equipment and, where applicable, PMAC agrees to provide Services to the customer in accordance with the Contract which incorporates the terms and conditions set out in this document.

### **1 General Terms for all works**

- 1.1 Invoices are payable by the Customer within the credit period detailed on an individual invoice and on the PMAC quotation for the works to which the invoice relates.
- 1.2 All Prices/Charges are quoted in the currency stated on the quotation and are charged in such, unless otherwise expressly agreed and changed by PMAC in writing.
- 1.3 Personnel and Equipment hire Day Rates are calculated on a calendar day basis with part days being charged as full days.
- 1.4 Invoices for Rental, Services and other related charges are issued after 28 days and/or at the expiration of the Rental Period or completion of the Services. Invoices for Purchase will be issued upon delivery unless modified on an individual quotation.
- 1.5 Unless otherwise stated in a PMAC quotation or otherwise by agreement in writing by PMAC, invoices are payable by the Customer within thirty days of the invoice date.
- 1.6 If the Customer fails to pay to PMAC or any member of the PMAC Group any undisputed sum due within the credit period detailed on the invoice, the Customer shall be liable to pay interest on such sum from the due date for payment at 1% above the 30 day LIBOR rate applicable from time to time, accruing on a daily basis and compounded monthly until payment is made, all whether before or after any judgement.
- 1.7 No payment shall be deemed to have been received by PMAC until funds have cleared to a bank account designated by PMAC.
- 1.8 In respect of any and all payments due by the Customer time shall be the essence of the Contract.
- 1.9 PMAC undertakes to make available to the Customer sufficient Service Personnel to ensure performance and completion of the Services in accordance with the provisions of the Contract.
- 1.10 All Service Personnel shall, for the work which they are required to perform, be competent, properly qualified, skilled and experienced in accordance with good industry practice.
- 1.11 Except where otherwise provided for in the Contract:
  - 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 importation and/or exportation of the same and the Customer shall indemnify PMAC from and against any such costs, taxes, levies and duties;

- 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 PMAC to its own employees and the Customer shall indemnify PMAC from and against any such costs, taxes, levies, or duties.

- 1.12 The Customer shall obtain and pay for all and any permits, licenses and other consents and permissions required to enable the Equipment and the Service Personnel to perform the work required by the Customer and shall indemnify PMAC and the Service Personnel from and against any claims, losses or damages (including, without limitation, all mobilisation and other PMAC costs) suffered by them arising from a failure to obtain the same.
- 1.13 Unless otherwise agreed by PMAC in writing; Mobilisation and demobilisation expenses including Service Personnel' air fares and other travel costs, subsistence and hotel charges, freight charges and all other reasonable expenses associated with the mobilisation and demobilisation of PMAC's personnel and Equipment will be recharged to the Customer at cost plus an administration charge of 10 per cent.
- 1.14 The fee(s) specified in the Contract for the Services will be payable by the Customer to PMAC.
- 1.15 Where PMAC supplies Service Personnel, the Customer:
- shall provide at its own cost all necessary power sources and other support equipment necessary to enable the Equipment to be operated in a safe and satisfactory manner;
  - acknowledges that the work intended to be carried out by the Customer shall remain the sole responsibility of the Customer;
  - shall provide at its own cost reasonable sleeping and living accommodation and food for the Service Personnel;
  - shall provide at its own cost:
    - an appropriate operating environment for the Equipment in accordance with the manufacturer's recommendations and any applicable laws or regulations; and
    - a safe operating environment to allow the Service Personnel to provide the services in accordance with any applicable laws or regulations.
- 1.16 PMAC shall have the right from time to time to substitute the Service Personnel upon giving reasonable notice to the Customer and the Customer shall co-operate with and assist PMAC in effecting such substitutions.
- 1.17 The Customer shall ensure that PMAC Personnel remain at the worksite no longer than is considered to be appropriate in terms of best industry practice, applicable health and safety legislation and any applicable limits set by the operator of the worksite. Ideally this should be no longer than 48 days. The Customer shall pay for the cost of replacing the Service Personnel in accordance with these standards together with an administration charge of 10% of the costs of doing the same ("the Substitution Costs"). The Substitution Costs shall without limitation include airfares and other travel costs to and from PMAC Personnel home residences' together with subsistence and all other reasonable expenses. PMAC will use reasonable endeavours to ensure that the Service Personnel (and any substitute Service Personnel) are available to be

replaced (or substituted) in line with the Customer's normal working patterns and personnel rotations.

- 1.18 PMAC shall be responsible for the payment of the salaries and social security and other payments and taxes in respect of any of its own employees engaged in work under the Contract.
- 1.19 PMAC will recommend for Hire Equipment sufficient spares for normal operations to be provided with each Equipment spread based upon the customers work scope provided in advance and in-line with the equipment levels provided in PMAC's quotation. In so far as practicable and where present PMAC Personnel will use reasonable endeavours to service and repair the Equipment at the worksite. However, both parties acknowledge that due to the complex technical nature of the Equipment and the fact that the Personnel may not have the competency to carry out repairs to the Equipment; it may not be practicable to repair the Equipment at the worksite. Any servicing or repair of the Equipment requiring return of any vessel to port or return of any Equipment to the Customer's premises or PMAC's premises will be made known as soon as is reasonably practicable to the Customer's designated representative.
- 1.20 Where it is agreed between the parties that Service Personnel designated by PMAC should visit the Customer's site to attempt 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 Service Personnel's charges together with all travel costs, subsistence and related expenses.
- 1.21 Transit time including without limitation any delays to and from port or to and from the Company's premises after discovery of a malfunction will be classed as Consequential Loss and not constitute cause for reduction in payments to PMAC.
- 1.22 All work undertaken by the PMAC Personnel 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 PMAC. PMAC is an independent contractor and is not for the purposes of the Contract acting as an agent of the Customer. The Service Personnel 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 PMAC or its Service Personnel.
- 1.23 Nothing in these terms and conditions excludes or limits the liability of PMAC:
- for death or personal injury caused by the negligence of any member of the PMAC Group;
  - for any matter which it would be illegal for PMAC to exclude or attempt to exclude its liability; or
  - for fraud or fraudulent misrepresentation.

- 1.24 PMAC and its Personnel may from time to time be involved in the operation of equipment other than that supplied by PMAC. Where this is the case, PMAC Personnel will be under the supervision of the Customer and the Customer shall be responsible for and shall indemnify PMAC from and against all claims, losses, damages, costs (including legal costs), expenses and liabilities in respect of
- personal injury including death or disease of any member of the Customer Group and/or any third party or
  - loss of or damage to the property of the Customer Group and/or any third party (whether owned, hired, leased or otherwise) which arises from, relates to or is in connection with the operation of any such equipment irrespective of cause and notwithstanding the negligence or breach of duty (whether statutory or otherwise) of PMAC or any other entity or party and this indemnity shall apply irrespective of any claim in delict, under contract or otherwise at law.
- 1.25 Periods during which the Equipment is being repaired or maintained will not constitute cause for reduction in payments to PMAC.
- 1.26 Collection or receipt of the Equipment by or on behalf of the Customer shall be deemed to be acceptance of the Equipment and has been examined and found to be complete, and in good order, according to specification and in every way satisfactory to the Customer, for the purpose of this Agreement.
- 1.27 Quotations are made without commitment to Delivery Dates, though reasonable endeavours will be made to adhere to them. Commitment is only made to Delivery Dates once a Purchase Order has been received and has been accepted by PMAC and a Delivery Date been acknowledged in writing by PMAC. In no circumstances shall PMAC be liable for delay arising from any cause beyond its control or the control of its servants or agents. It is expressly agreed that PMAC shall not be under any liability to the Customer for consequential loss arising as a result of late delivery or of the condition of the equipment or otherwise.
- 1.28 Any dates specified by PMAC on Quotations for delivery of Equipment to be purchased are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time. In no circumstances shall PMAC be liable for delay arising from any cause beyond its control (shipping agents or custom). It is agreed that PMAC Group shall not be liable for any loss arising as a result of late delivery or the condition of the equipment or otherwise.
- 1.29 If for any reason the Customer fails to accept delivery of any of the Equipment when it is ready for delivery, or PMAC is unable to deliver the Equipment on time because the Customer has not provided appropriate instructions, documents, licences or authorisations:
- risk in the Equipment shall pass to the Customer;
  - the Equipment shall be deemed to have been delivered; and
  - PMAC may store the Equipment until delivery, whereupon the Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
- 1.30 The quantity of any consignment of Equipment as recorded by PMAC on despatch from PMAC's place of business shall be conclusive evidence of the quantity received by the Customer on delivery unless the Customer can provide conclusive evidence to the contrary.

- 1.31 The Customer shall notify PMAC of any defect in the condition of the Equipment or want of specification within 48 hours of the collection or delivery of the Equipment, and failure to do so shall be conclusive proof that it has examined the Equipment and found it to be in good condition and capable of performing its functions in accordance with the manufacturer's specification.
- 1.32 PMAC will undertake commercially reasonable efforts to promptly provide replacements or corrections to any part of the Equipment that does not substantially perform the functions specified in the manufacturer's specification where such failure is identified by the Customer and notified to PMAC within 48 hours of collection or delivery.
- 1.33 In relation to the Contract, the Customer irrevocably and unconditionally warrants and represents:
- that it will comply with all applicable laws, statutes, regulations, and codes relating to bribery, corruption, anti-trust, money laundering, trade sanctions, financial sanctions and criminal matters, and will not cause PMAC to be subject to punitive measures under any laws;
  - that the Customer has and shall maintain in place throughout the duration of the Contract, its own policies and procedures, including but not limited to adequate procedures to prevent contravention of the laws and regulations referred to in this clause and to ensure compliance with local law including enforcing them where appropriate.
  - not to use the Equipment for the benefit of, in connection with, or in association with any entity, party or person who may be related to or connected or associated with any of individual or entity subject to UK, UN or Singapore Sanctions as are applicable from time to time.

The Customer shall ensure that any persons associated with the Customer, will not do, or omit to do, any act that will cause or lead PMAC to breach the laws and regulations referred to in this clause will not cause PMAC to be subject to punitive measures under any laws.

PMAC may, at its sole discretion, suspend the Contract at any time and without liability if it believes in good faith that the Customer has breached any of the obligations it has undertaken pursuant to this clause.

PMAC may terminate the Contract immediately on notice to the Customer if it believes in good faith and on reasonable grounds that the Customer has breached any of the obligations it has undertaken pursuant to this clause. If PMAC terminates the Contract for a suspected breach of this clause, the Customer shall not be entitled to claim compensation or any further remuneration regardless of any activities or agreements with additional third parties entered into before such termination of the Contract.

The Customer shall indemnify PMAC from and against any losses, liabilities, penalties, damages, costs, taxes, levies, duties, claims, expenses (including but not limited to legal fees and investigation expenses) and any associated fines and penalties incurred by, or awarded against, PMAC as a result of any breach of the obligations set out in this clause by the Customer or persons associated with the Customer, any person working for the Customer or any third party retained by the Customer.



The Customer acknowledges that PMAC and the Equipment is subject to UK Trade Laws, Singapore Trade Laws and US Trade Laws and the Customer warrants that it shall comply in all respects with those and any other applicable trade laws and will not cause PMAC to be subject to punitive measures under any laws. PMAC shall be under no obligation to supply any Equipment or Services to the Customer under the Contract if PMAC determines, at its sole discretion, that to do so would breach UK, Singapore or US Trade Laws or any other applicable trade laws, or cause PMAC to be subject to punitive measures under any laws.

PMAC shall be responsible for obtaining any export licence(s) required for the export of the Equipment by PMAC to the jurisdiction(s) specified in the Contract as delivery locations, and the Customer warrants that it will use the Equipment only in those jurisdiction(s) and for the purposes specified in the Contract. The Customer warrants that it shall comply in all respects with the export and re-export restrictions set forth in any export licence(s) acquired by PMAC and that it shall comply with any end-user undertaking(s) given by the Customer in relation to any such export licence(s).

In the event that the Customer intends to export Equipment from the jurisdiction(s) to which that Equipment was delivered by PMAC to any other jurisdiction, the Customer shall be responsible for obtaining any necessary export licence(s) from the relevant authorities. The Customer specifically agrees to determine whether an export licence is required and to obtain any required licence(s) prior to exporting. The Customer undertakes to perform adequate due diligence in order to determine whether the export of Equipment by the Customer would result in the breach of UK/SG Trade Laws or US Trade Laws (whether by the Customer or by PMAC) or would cause PMAC to be subject to punitive measures under any laws and shall not export the Equipment if it determines that such a breach would occur or such punitive measures could be imposed.

PMAC may terminate the Contract immediately on notice to the Customer if it believes in good faith and on reasonable grounds that the Customer has breached any of the obligations it has undertaken pursuant to this clause. If the Company terminates the Contract for a suspected breach of this clause, the Customer shall not be entitled to claim compensation or any further remuneration regardless of any activities or agreements with additional third parties entered into before such termination of the Contract.

The Customer shall indemnify PMAC from and against any losses, liabilities, penalties, damages, costs, taxes, levies, duties, claims, expenses (including but not limited to legal fees and investigation expenses) and any associated fines and penalties incurred by, or awarded against, PMAC as a result of any breach of the obligations set out in this clause by the Customer or persons associated with the Customer, any person working for the Customer or any third party retained by the Customer.

1.34 Notwithstanding any other term herein, PMAC shall not in any way be liable either in contract, tort or otherwise for loss, injury or damage sustained by the Customer or any other person by reason of any defect in the Equipment where such defect be latent or apparent on examination at the time of the delivery of the Equipment by PMAC to the Customer, and PMAC shall not be liable to indemnify the Customer in respect of any claim made against the Customer by a third party for any such loss or damage.

The Customer shall be solely responsible for and hold PMAC and its servants and agents fully indemnified from and against all claims made or actions brought against PMAC in respect of any liability, claim, loss (including loss of business or other consequential loss), damage or injury to persons or property occurring in connection with any Equipment or as a result of the use thereof other than due to the default or negligence on the part of PMAC. PMAC will not be liable for any losses whatsoever which may arise out of or in connection with the failure of the Equipment for whatever reason other than due to the default or negligence on the part of PMAC.

1.35 The Customer's failure to pay any sum due on a timely basis is cause for immediate termination by PMAC of the Contract.

1.36 Either party may terminate the Contract in the event of a material default by the other party that is not cured within the applicable cure period specified in the Contract, or a reasonable cure period (with the minimum being ten (10) days if no other cure period is stated) from receipt of written notice specifying the nature of the default with reasonable particularity.

1.37 PMAC may terminate the Contract if:

- the Customer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purposes only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Customer or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder, or a resolution is passed or a petition presented to any court for the winding-up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer;
- the Customer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between PMAC and the Customer, or is unable to pay its debts or the Customer ceases to trade;
- the Customer encumbers or in any way charges any of the Equipment prior to full title having passed to the Customer.

Exercise of the right of termination afforded to either party shall not prejudice legal rights or remedies either party may have against the other in respect of any breach of the terms of the Contract.

1.38 PMAC shall not be liable for any delay or failure to perform its obligations if such failure or delay is due to Force Majeure.

“Force Majeure” shall mean any act, omission, cause or circumstance beyond the reasonable control of PMAC including, without limitation: acts of God; war or national emergency; rebellion; protests; riot; civil commotion; strikes, lock-outs and industrial disputes (whether or not relating to either party’s workforce); fire; explosion; earthquake; flood; drought; epidemic; acts of terrorism or other act or order of any government department, council or other constituted body.

1.39 In the event of one or more of these terms and conditions or any part thereof being or becoming invalid, illegal or unenforceable in any respect, it shall to the extent of such invalidity, illegality, or unenforceability be deemed severable and the remaining terms and conditions and the remainder of such provision shall not in any way be affected or impaired and shall continue in full force and effect.

1.40 This Agreement constitutes the entire agreement between PMAC and the Customer and supersedes all other agreements, purchase orders, acknowledgement or other documents issued by the Customer, statements, prior correspondence, representations or warranties made by or between the parties or either of them concerning the same.

1.41 Any Notice herein required or permitted to be given shall be in writing and may be personally served or sent by an internationally recognised courier service and shall be effective;

- if personally served, when served;
- if by courier, on recorded receipt with postage prepaid;
- if by email or fax, on successful delivery.

1.42 Save where expressly provided herein to the contrary, the failure or delay of either of the parties to exercise any power right or remedy available shall not be deemed to be or operate as a waiver thereof.

Any waiver by PMAC of any breach of, or any default under, any provision of the Contract by the Customer shall only be valid if in writing and shall not be deemed a waiver of any subsequent breach or default whether of a similar nature or otherwise and shall in no way affect the other terms of the Contract.

1.43 The interpretation, construction effect and enforceability of this Agreement shall be governed by;

For Contracts with PMAC Asia Pacific Pte Ltd  
Singapore Law and the parties hereby submit to the exclusive jurisdiction of the Singapore Courts.

For Contracts with PMAC Inspection Ltd  
The Law of Scotland and the parties hereby submit to the exclusive jurisdiction of the Scottish Courts.



## **2 Hire of Equipment and Provision of Services/Personnel**

- 2.1 The Rental Period commences upon the day the Equipment is despatched by PMAC or collected by or on behalf of the Customer from PMAC's premises or such other premises as specified by PMAC and shall continue until the Equipment is returned thereto or is collected by PMAC; the foregoing shall apply even if PMAC has agreed to cease Rental Charges.
- 2.2 Where the Equipment is lost during the Rental Period or is returned or collected other than in good repair and full working order, is returned incomplete or with items from the original shipment missing and/or is damaged the period of rental shall continue for such period as is necessary for the Equipment to be repaired, restored to full working order or replaced (as considered necessary by PMAC, acting reasonably) or the Replacement Value is received by PMAC whichever is the soonest.
- 2.3 Rental Charges relate solely to the rental of the Equipment and additional charges are applicable for installation and transportation of the Equipment where this is undertaken by or on behalf of PMAC. Where applicable, these additional charges are detailed in the quotation.
- 2.4 Rental Charges will be calculated daily with part days being charged as full days.
- 2.5 Where applicable, the Customer shall be responsible for payment of the PMAC Personnel charges specified in the Quotation and this document.
- 2.6 Except where otherwise provided for in the Contract, 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 PMAC from and against any such costs, taxes, levies and duties.
- 2.7 Where 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 PMAC returning the Equipment to its condition at the time of delivery. Where the Equipment is incapable of being restored to its previous condition, the Customer shall be responsible for, and shall pay on demand, the cost of replacement (on a full indemnity basis). Where the Equipment is lost during the Rental Period the Customer shall pay to PMAC the full cost of replacement (on a full indemnity basis).
- 2.8 Except where otherwise provided for in the Contract, 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 PMAC to its own employees and the Customer shall indemnify PMAC from and against any such costs, taxes, levies, or duties.

- 2.9 PMAC warrants it has the right to rent the Equipment to the Customer.
- 2.10 PMAC warrants that at the time the Equipment is collected or delivered it will substantially perform the functions specified in PMAC's specification. Any description, illustration, specification, drawing, and material contained in any catalogue, price list, brochures, leaflets, and other descriptive matters of PMAC represent the general nature of the Equipment described therein but do not form part of this Contract for Hire.
- 2.11 The warranties stated above are the only warranties made by PMAC in respect of the Hire of the Equipment. PMAC 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.
- 2.12 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.
- 2.13 Upon the termination of the Contract all rights in and to the Equipment shall automatically revert to PMAC. PMAC 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.
- 2.14 Without prejudice to the obligations expressed in other clauses of these terms and conditions, during the continuance of the Contract the Customer shall:
- give PMAC immediate written notice of any loss, damage or claim relating to the Equipment and shall on demand reimburse PMAC in respect thereof in accordance with clause 2.2;
  - maintain effective control of the Equipment and maintain the Equipment in a secure location when not in use;
  - 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;
  - at the Customer's expense arrange that the Equipment is kept in good repair and condition including making good any loss or damage to the Equipment due to any occurrence whatsoever (fair wear and tear only excepted);
  - permit PMAC, or an authorised representative of PMAC, on reasonable notice to inspect and/or repair the Equipment;
  - preserve on the Equipment any of PMAC's or any manufacturer's identification number or mark or any nameplate that is or should be upon the Equipment;
  - ensure that at the Customer's expense, the Equipment is kept safe and without risks to health;
  - obtain at the Customer's 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 these terms and conditions.
  - punctually pay all duties concerning the Equipment;

- not by any act or default render the Equipment liable to any distress, execution or other legal process;
- immediately notify PMAC 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 PMAC in writing;
- 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;
- 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;
- not permit the Equipment to be used by any other party than the Customer and its employees without the express prior written consent of PMAC;
- indemnify PMAC 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;
- 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 PMAC to notify any mortgagee or chargee from time to time of the Equipment and of such of these terms and conditions as PMAC shall consider appropriate;
- pay all invoices in accordance with clause 1.1;
- upon expiry of the period of hire, return the Equipment in accordance with these terms and conditions.

2.15 The Customer shall permit and grant an appointed representative of PMAC 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.

2.16 Where PMAC supplies Personnel, the Customer:

- shall provide at its own cost all necessary power sources and other support equipment necessary to enable the Equipment to be operated in a safe and satisfactory manner;
- acknowledges that the work intended to be carried out by the Customer shall remain the sole responsibility of the Customer;
- shall provide at its own cost reasonable sleeping and living accommodation and food for the Personnel;
- 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; and
- a safe operating environment to allow the Personnel to provide the services in accordance with any applicable laws or regulations.

- 2.17 PMAC shall have the right from time to time to substitute both the Equipment and/or the Personnel upon giving reasonable notice to the Customer and the Customer shall co-operate with and assist PMAC in effecting such substitutions.
- 2.18 The Customer shall ensure that the Personnel will remain at the worksite for a period of time not longer than is considered to be appropriate in terms of best industry practice, applicable health and safety legislation and any applicable limits set by the operator of the worksite. The Customer shall pay for the cost of replacing the Personnel in accordance with these standards together with an administration charge of 10% of the costs of doing the same. The Costs shall without limitation include airfares and other travel costs to and from the Personnel home residence together with subsistence and all other reasonable expenses. PMAC will use reasonable endeavours to ensure that the Personnel (and any substitute Personnel) are available to be replaced (or substituted) in line with the Customer's normal working patterns and personnel rotations.
- 2.19 PMAC shall be responsible for the payment of the salaries and all social security and other payments and taxes in respect of the Personnel whilst engaged in work under the Contract.
- 2.20 Where it is agreed between the parties that an engineer designated by PMAC should visit the Customer's site to attempt to repair Customer Owned Equipment, the Customer shall be responsible for, and as such shall reimburse PMAC on a full indemnity basis for, payment of the engineer's charges together with all travel costs, subsistence and related expenses.
- 2.21 All work undertaken by PMAC Personnel 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 PMAC. PMAC is an independent contractor and is not for the purposes of the Contract acting as an agent of the Customer. The Service Personnel 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 the Company or its Service Personnel.
- 2.22 Periods during which the Equipment is being repaired or maintained will not constitute cause for reduction in payments to PMAC.

### **3 Sale and Purchase of Equipment**

- 3.1 Each order or acceptance of a quotation for Equipment purchase by the Customer from PMAC shall be deemed to be an offer by the Customer to buy Equipment subject to these terms and conditions.

- 3.2 No order placed by the Customer shall be deemed to be accepted by PMAC until acknowledgement of order is issued by PMAC or (if earlier) PMAC delivers the Equipment to the Customer.
- 3.3 The quantity and description of the Equipment shall be as set out in PMAC's quotation.
- 3.4 All samples, drawings, descriptive matter, specifications and advertising issued by PMAC and any descriptions or illustrations contained in PMAC's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Equipment described in them and shall not form part of the Contract.
- 3.5 Unless otherwise agreed by PMAC in writing, the price for the Equipment shall be the price set on the quotation for the specified validity period.
- 3.6 The price for the Equipment shall be exclusive of any value added or goods and services tax(s) and all costs or charges in relation to packaging, loading, unloading, carriage and insurance, all of which amounts the Customer shall pay in addition to the price of the Equipment.
- 3.7 The Currency of all sale prices is stated on the quotation and shall be paid in such, unless otherwise expressly stated in writing by PMAC.
- 3.8 The Equipment is at the risk of the Customer from the time of delivery.
- 3.9 Ownership and title to the Equipment shall remain with PMAC and shall not pass to the Customer until the whole sale price has been paid to PMAC notwithstanding delivery of the Equipment to the Customer or to any independent carrier or any other third party.
- 3.10 Until ownership of the Equipment has passed to the Customer (in accordance with the clause above), the Customer shall:
- store the Equipment (at no cost to PMAC) separately from all other goods of the Customer or any other third party in such a way that they remain readily identifiable as PMAC's property;
  - not destroy, deface or obscure any identifying mark or packaging on or relating to the Equipment; and
  - maintain the Equipment in satisfactory condition and keep it insured on PMAC's behalf for its full price against all risks to the reasonable satisfaction of PMAC.
  - The Customer grants PMAC, its agents and employees an irrevocable licence at any time to enter any premises where the Equipment is or may be stored in order to inspect it, or, where the Customer's right to possession has terminated, to recover it.
- 3.11 The Customer's right to possession of the Equipment shall terminate immediately if ownership and title has not passed to the customer in accordance with clause 3.9 and:
- the Customer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purposes only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are

filed with the court for the appointment of an administrator of the Customer or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder, or a resolution is passed or a petition presented to any court for the winding-up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer; or

- the Customer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between PMAC and the Customer, or is unable to pay its debts or the Customer ceases to trade; or
- the Customer encumbers or in any way charges any of the Equipment.

3.12 On termination of the Contract, howsoever caused, PMAC's rights to title contained in these terms shall remain in effect.

3.13 PMAC warrants it has the right to sell the Equipment to the Customer.

3.14 PMAC Group covers the cost of any repair or replace to correct a pre-existing defect before the date of purchase. The component, hardware, material, or workmanship during the period of cover are subjected to the terms and conditions of this policy.

All **new equipment** purchased by customer can qualify for a 1-year return to base repair or replacement, with the preconditions:

- (a) The defect must be reported to PMAC Group as soon as it is discovered and within the warranty period.
- (b) Customer Induced Damage (CID) will not be covered by the warranty.
- (c) Equipment not properly maintained as described in the operator manual and other documentation is not covered.
- (d) If the customer continues to use the equipment when a defect becomes apparent, and it results in further damage, this warranty will not apply.
- (e) In the event of warranty repairs being necessary, PMAC Group will carry out the rectification work under the terms of the warranty.
- (f) Warranty is not transferable to another PMAC equipment.

The following is a non-exhaustive overview of customer induced damage:

- Failure or damage resulting from misuse, abuse, accident, modification, unsuitable physical or operating environment, natural disasters, power surges, improper maintenance, or use not in accordance with operator manual.
- Damage caused by or self-repair;
- Failure of, or damage caused by, any third parties or
- Parts altered or modified by Customer from the condition in which they were supplied.



- 3.15 In relation to Equipment manufactured or modified by PMAC in accordance with the Customer's specification:
- the sole obligation of PMAC is to meet the specification of the Customer;
  - the Customer shall be responsible for the specification provided and shall indemnify PMAC from and against all claims, losses, damages, costs, expenses and liabilities in respect of any failure of the Equipment to perform any function provided it meets the specification;
  - the customer shall be responsible for and shall save, indemnify, defend and hold harmless PMAC from and against all claims, losses, damages, costs, expenses and liabilities in respect of a breach of a third party's intellectual property rights which arises from, relates to or is in connection with the use of the specification provided.
- 3.16 PMAC Group provides no warranty for second-hand equipment or used equipment or equipment that has been modified to a specification. All second-hand or used equipment is sold on an 'as is where is' basis.