

Corroventa Ltd Terms and Conditions

1. INTERPRETATION

1.1 In these conditions the following words have the following meanings:

“Associated Company” means any group company or company that is a subsidiary company of a party from time to time and ‘subsidiary’ shall have the meaning set out in Section 1159 of the Companies Act 2006;

“Business Day” a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business;

“Charges” means our current hire charges from time to time including any charges for the Services during the Hire Period and/or any charges for the sale of the Products or supply of Services (as set out in the Order);

“Contract” means a contract created by the acceptance of the Order and which incorporates these conditions and any special conditions detailed in the Order made between you and us for the hire of the Equipment, the provision of the Services and/or the sale of Products;

“Deposit” means any advance payment required by us in relation to cash hires for the Equipment which is to be held as security by us;

“Equipment” means the equipment detailed in the Order together as a whole and any accessories hired by you as specified in a Contract;

“Force Majeure” means any event outside a party’s reasonable control including but not limited to acts of God, war, flood, fire, labour disputes, strikes, lock-outs, riots, civil commotion, malicious damage, explosion, terrorism, governmental actions and any other similar events;

“Hire Period” means the period commencing when you hold the Equipment on hire (including Saturdays, Sundays and Bank Holidays) and ending upon the happening of any of the following events (i) you returning the Equipment to our possession; or (ii) us repossessing or collecting the

Equipment;

“Liability” means liability for any and all damages, claims, proceedings, actions, awards, expenses, costs (including but without limitation all legal costs and disbursements) and any other losses and/or liabilities;

“Order” means the purchase order containing the details of the Contract;

“Products” means the products sold by us to you as set out in an Order;

“Quotation” means a quotation provided by us for the purchase of Goods and/or the hire of Equipment;

“Services” means the services and/or work (if any) to be performed by us for you whether in conjunction with the hire of Equipment (including any delivery and/or collection service for the Equipment or Products) or otherwise;

“we/us/our” means Corroventa Limited (Company number 03898570) including its employees, servants, agents and/or duly authorised representatives;

“You” means the person, firm, company or other organisation hiring the Equipment and/or purchasing the Products.

2. BASIS OF CONTRACT

2.1 These terms and conditions apply to all Contracts to the exclusion of any other terms that you may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 We reserve the right to provide Equipment and/or Products similar or comparable to that ordered by you.

2.3 Any samples, drawings, descriptive matter, or advertising produced by us and any descriptions or illustrations contained in our catalogues or brochures are produced for illustrative purposes only. They shall not form part of the Contract or have any contractual force.

2.4 A Quotation shall not constitute an offer. Unless otherwise specified in the Quotation, a Quotation shall be valid for a period of 20 Business Days from its date of issue.

2.5 An Order constitutes an offer by you to purchase the Products or hire the Equipment in accordance with these terms. You are responsible for ensuring that the terms of the Order and any applicable specification are complete and accurate.

Corroventa Ltd Terms and Conditions

- 2.6 The Equipment is hired subject to it being available for hire at the time you request it. We will not be liable for any loss suffered by you as a result of the Equipment being unavailable for hire.
- 2.7 You shall obtain and comply with all permissions, consents and licences required for the Equipment under any statute, regulation or by-law.
- 2.8 Hires to individuals or partnerships of 3 individuals or less (or other unincorporated body of individuals) shall not be for a period of more than 3 months. You shall return the Equipment to us on or before the last day of such three month period.
- 3. PRICE AND PAYMENT**
- 3.1 The Charges for the Products or Equipment shall be set out in the Order, or, if no price is quoted, our retail price for the Products or Equipment in force as at the date of Order.
- 3.2 We may, by giving notice to you at any time before delivery, increase the price of the Products to reflect any increase in the cost of the Products that is due to:
- 3.2.1 any factor beyond our control (including, increases in carriage, freight and insurance and other transit costs, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- 3.2.2 any request by you to change the delivery date(s), quantities or types of Products or Equipment ordered, or the specification; or
- 3.2.3 any delay caused by any of your instructions or failure by you to give us adequate or accurate information or instructions.
- 3.3 Where a Deposit is required for the Equipment it must be paid before you hire the Equipment.
- 3.4 You shall pay the Charges for Equipment from the date specified in the Order and will continue paying the Charges during the Hire Period until you have returned the Equipment to us. All time during the Hire Period is chargeable and the Charges may be payable on non Business Days.
- 3.5 Payment of any Charges or any other sums due under this Contract shall be made in full and cleared funds within 30 days of the date of invoice.
- 3.6 All Charges are, unless otherwise stated, exclusive of any applicable VAT.
- 3.7 Prompt payment under a Contract shall be of the essence. Payment shall not be deemed to be made until we have received either cash or cleared funds in respect of the full amount outstanding.
- 3.8 Without prejudice to any of our other rights, if you fail to make any payment in full on the due date we may charge you interest on the amount unpaid at the rate of 8% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. We may also suspend
- the provision of the Services to you or any of your Associated Companies.
- 3.9 You shall pay all sums due to us under each Contract without any set-off, deduction, counterclaim and/or any other withholding of monies.
- 4. RISK, TITLE, OWNERSHIP AND INSURANCE**
- 4.1 If you have purchased Products then risk in the Products shall pass to you following delivery in accordance with these terms.
- 4.2 Ownership of any Products remains with us until all monies payable by you (or any of your Associated Companies) under the Contract or any other contract between us (or any of our Associated Companies) and you (or any of your Associated Companies) have been paid in full and cleared funds.
- 4.3 Until title to the Products has passed to you, you shall:
- 4.3.1 store the Products separately from all other goods held by you so that they remain readily identifiable as our property;
- 4.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Products;
- 4.3.3 maintain the Products in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- 4.3.4 give us such information relating to the Products as we may require from time to time.
- 4.4 If you are hiring Equipment then risk in the Equipment will pass to you immediately when the Equipment leaves our physical possession or control.
- 4.5 Risk in the Equipment will not pass back to us from you until the Equipment is returned to our physical possession.
- 4.6 Ownership of the Equipment remains with us at all times. You have no right, title or interest in the Equipment except that it is hired to you.
- 4.7 You must not deal with the ownership or any interest in the Equipment. This includes but is not limited to selling, assigning, mortgaging, pledging, charging, securing, hiring, withholding, exerting any right to withhold, disposing of and/or lending.
- 5. DELIVERY, COLLECTION AND SERVICES**
- 5.1 If you purchased Products from us then we shall deliver the Products to the location set out in the Order ("**Delivery Location**") at any time after we notify you that your Order is ready.
- 5.2 Delivery of the Products shall be completed on the Products' arrival at the Delivery Location.
- 5.3 If you hired Equipment then you shall collect the Equipment from us and return it to us at the end of the

Corroventa Ltd Terms and Conditions

Hire Period. If we agree to deliver or collect the Equipment to and/or from you, we will charge our standard delivery cost from time to time.

Equipment from the United Kingdom without our prior written consent;

5.4 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. Without prejudice to the generality of the foregoing, we shall not be liable for any delay in delivery of the Products or Equipment that is caused by a Force Majeure Event or your failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of the Products or Equipment.

6.1.8 be responsible for the conduct and cost of any testing, examinations and/or checks in relation to the Equipment required by any legislation, best practice and/or operating instructions, except to the extent that we have agreed to provide them as part of any Services;

5.5 You will allow and/or procure sufficient access to and from the relevant site and procure sufficient loading space, facilities, equipment and access to power supplies and utilities for our employees, sub-contractors and/or agents to allow them to carry out the Services. You will ensure that the site where the Services are to be performed is cleared and prepared before the Services are due to commence.

6.1.9 not do or omit to do anything which will or may be deemed to invalidate any policy of insurance related to the Equipment;

5.6 You shall pay for any lifting or special apparatus required for the siting of the Equipment.

6.1.10 not continue to use Equipment where it has been damaged;

5.7 If any Services are delayed, postponed and/or cancelled due to your failure to comply with your obligations under the Contract, you will be liable to pay additional standard charges from time to time for such delay, postponement and/or cancellation except where the delay is due to Force Majeure.

6.1.11 where the Equipment requires fuel, oil and/or electricity ensure that the proper type and/or voltage is used and that, where appropriate, the Equipment is properly installed by a qualified and competent person.

6. CARE OF EQUIPMENT

6.1 You shall:

6.2 You must return the Equipment in good working order and condition (fair wear and tear excepted) in a clean condition together with all other documents relating to the Equipment.

6.3 It is your responsibility to check the Equipment on each occasion before use. Final determination of the suitability of the Equipment for your specific use is your responsibility and you must assume all risk and liability in this regard.

6.1.1 not deface or remove any labels from and/or interfere with the Equipment, their working mechanisms or any other parts of them;

7. BREAKDOWN OF EQUIPMENT

6.1.2 take reasonable care of the Equipment and keep them properly maintained and only use them for their proper purpose in a safe and correct manner in accordance with any operating and/or safety instructions provided to or supplied to you and any applicable law or regulations;

7.1 Allowance will be made in relation to the Charges for any non-use of the Equipment due to breakdown caused by the development of an inherent fault and/or fair wear and tear provided that you inform us as soon as practicable of the breakdown.

6.1.3 notify us immediately and in any event within 24 hours after any breakdown, loss and/or damage to the Equipment or of any accident resulting in death, personal injury or damage to property;

7.2 You shall be responsible for all expenses, loss (including loss of Charges) and/or damage suffered by us arising from any breakdown of the Equipment due to your negligence, misdirection and/or misuse of the Equipment.

6.1.4 take suitable and proper safety measures to protect the Equipment from theft, damage and/or other risks;

7.3 You will ensure that all routine maintenance as set out in the instructions for the Equipment is carried out.

6.1.5 notify us of any change of your address and upon our request provide details of the location of the Equipment;

7.4 If we require access to the Equipment for the purposes of an inspection then you shall grant us such access and/or make the Equipment available to us.

6.1.6 permit us at all reasonable times to inspect the Equipment including procuring access to any property where the Equipment is situated;

7.5 You must not repair or attempt to repair the Equipment without our prior written consent.

6.1.7 keep the Equipment at all times in your possession and control and not remove the

8. LOSS OR DAMAGE TO THE EQUIPMENT

8.1 If the Equipment is returned in damaged, unclean and/or defective state (except where due to fair wear and tear and/ or an inherent fault in the Equipment) you shall be liable to pay us for the cost of any repair and/or cleaning required to return the Equipment to a condition fit for re-hire.

Corroventa Ltd Terms and Conditions

- | | | | |
|------------|--|---------|--|
| 8.2 | You will pay to us the replacement cost of any Equipment (on a new for old basis) which is lost, stolen and/or damaged beyond economic repair during the Hire Period. | 10.1.8 | being a company, enter into voluntary or compulsory liquidation, have an administrator or administrative receiver appointed over all or any of your assets, or compound with or come to an arrangement with your creditors or enter into a company voluntary arrangement, any attachment order is made against you, any distress, execution or other legal process is levied on any of your property or you suffer any similar action in any jurisdiction; |
| 8.3 | You will pay to us our costs which we may incur in recovering any lost or stolen Equipment. | | |
| 8.4 | You shall pay the Charges for the Equipment up to and including the date you notify us that the Equipment has been lost, stolen and/or damaged beyond economic repair. From that date until we have replaced such Equipment (or retrieved any lost or stolen Equipment), you shall pay, as a genuine pre-estimate of lost profit, a sum as liquidated damages being equal to two thirds of the Charges that would have applied for such Equipment for that period. We shall use our reasonable commercial endeavours to purchase replacements for such Equipment as quickly as possible using the monies paid under Section 8.2. | 10.1.9 | have circumstances in which we reasonably believe that any of the events mentioned in Sections 10.1.7 or 10.1.8 above is about to occur and we notify you of this belief; |
| 8.5 | You agree that where you are in breach of Section 6.1.5 or Section 6.1.7, we shall be entitled to treat the Equipment as lost and the provisions of this Section 8 shall apply. | 10.1.10 | appear reasonably to us due to your credit rating to be financially inadequate to meet your obligations under the Contract; |
| 8.5 | | 10.1.11 | appear reasonably to us to be about to suffer any of the above events; |
| 9. | TERMINATION BY NOTICE | | |
| 9.1 | If the Hire Period has a fixed duration, subject to the provisions of Section 10 neither party shall be entitled to terminate the Contract before the expiry of that fixed period unless by agreement. | | then we shall have the right, without prejudice to any other remedies, to exercise any or all of the rights set out in Section 10.2 below. |
| 9.2 | If the Hire Period does not have a fixed duration either party may terminate the Contract upon giving 7 days written notice to the other party. | 10.2 | If any of the events set out in Section 10.1 above occurs in relation to you then:- |
| 10. | DEFAULT | | |
| 10.1 | If you: | | |
| 10.1.1 | fail to make any payment to us when due; or | 10.2.1 | we may require you to deliver up any Equipment or Products where title in such Equipment or Products hasn't passed; |
| 10.1.2 | breach the terms of the Contract and, where the breach is capable of remedy, have not remedied the breach within 14 days of receiving notice requiring the breach to be remedied; | 10.2.2 | we may enter, without prior notice, any of your premises (or premises of third parties with their consent) where the Equipment and/or Products may be and repossess any Equipment and/or Products where title hasn't passed; |
| 10.1.3 | persistently breach the terms of the Contract; | 10.2.3 | we may withhold the performance of any Services or provision of Equipment or Products under this and/or any other Contract between you (or any of your Associated Companies) and us (or any of our Associated Companies); |
| 10.1.4 | provide incomplete, materially inaccurate or misleading facts and/or information in connection with the Contract; | 10.2.4 | we may immediately cancel, terminate and/or suspend without Liability to you the Contract and/or any other contract between you (or any of your Associated Companies) and us (or any of our Associated Companies); |
| 10.1.5 | attempt to pledge, charge or create any form of security over any Equipment; | 10.2.5 | any credit period in relation to payment of the Charges shall be accelerated and all sums, all monies owed by you (or any of your Associated Companies) to us (or any of our Associated Companies) under this Contract or any other Contract between you (or any of your Associated Companies) and us (or any of our Associated Companies) shall immediately become due and payable. |
| 10.1.6 | cease or threaten to cease to carry on business; | | |
| 10.1.7 | being an individual or partnership, have a bankruptcy petition presented against you or compound with or come to an arrangement with your creditors, enter into an individual voluntary arrangement or suffer any similar action in any jurisdiction; | 10.3 | Any right of repossession of the Equipment and/or Products shall not affect our right to recover from you (or any of your Associated Companies) any monies due under |

Corroventa Ltd Terms and Conditions

the Contract or any other contract between you (or any of your Associated Companies) and us (or any of our Associated Companies) and/or any damages in respect of any breach which occurred prior to repossession of the Equipment and/or Products.

- 10.4 Upon termination of the Contract you shall immediately:
- 10.4.1 at your expense, return the Equipment to us or make the Equipment available for us to collect; and
- 10.4.2 pay to us (or any of our Associated Companies), in full and cleared funds, all outstanding Charges and/or any other sums payable under the Contract or any other contract between us (or any of our Associated Companies) and you (or any of your Associated Companies).

11. LIMITATION OF LIABILITY

- 11.1 All warranties, representations, terms, conditions and duties implied by law relating to fitness, quality and/or adequacy are excluded to the fullest extent permitted by law.
- 11.2 If we are found to be liable in respect of any loss or damage to your property the extent of our Liability will be limited to the retail cost of replacement of the damaged property.
- 11.3 Any defective Equipment and/or Products must be returned to us at your expense for inspection before we have any Liability for defective Equipment and/or Products.
- 11.4 We shall have no Liability resulting from or contributed to by your continued use of defective Equipment and/or Products after a defect has become apparent or suspected or should reasonably have become apparent to you.
- 11.5 We shall have no Liability to you to the extent that you are covered by any policy of insurance and you shall ensure that your insurers waive any and all rights of subrogation they may have against us.
- 11.6 We shall have no Liability to you whether arising in contract, tort (including negligence) or otherwise for any:-
- 11.6.1 loss of revenue,
- 11.6.2 loss of profit,
- 11.6.3 loss of anticipated saving,
- 11.6.4 loss of goodwill;
- 11.6.5 loss of reputation;
- 11.6.6 economic and/or other similar losses;
- 11.6.7 special damages, indirect losses and/or consequential losses; and/or

11.6.8 business interruption, loss of business, contracts and/or opportunity.

- 11.7 Our total Liability to you under and/or arising in relation to any Contract (whether in contract, tort (including negligence) or otherwise) shall not exceed 5 times the amount of the Charges or the sum of £1,000, whichever is the higher, under that Contract. To the extent that any of our Liability to you would be met by our insurance then our Liability shall be extended to the extent that such Liability is met by such insurance.
- 11.8 Nothing in this Contract shall exclude or limit our Liability for death or personal injury due to our negligence nor exclude or limit any other type of Liability which it is not permitted to exclude or limit as a matter of law.

12. GENERAL

- 12.1 You shall not, and shall procure that your directors, employees, agents, representatives, contractors or subcontractors shall not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010. You shall have in place adequate procedures designed to prevent any person working for or engaged by you or any other third party in any way connected to the Contract, from committing offences of corruption or bribery. Breach of this Section 12.1 shall entitle us to terminate with immediate effect.
- 12.2 Upon termination of the Contract any clauses that are expressly or impliedly intended to stay in effect shall do so.
- 12.3 The hiring of each piece of Equipment in the relevant Hire Period shall form a distinct Contract which shall be separate to any other Contract relating to other Equipment.
- 12.4 You shall be responsible for compliance with all relevant legislation and regulations issued by Government or local authorities.
- 12.5 You agree to indemnify and keep indemnified us against any Liability suffered by us and arising from or due to your breach of contract, tort (including negligence) and/or any breach of statutory duty and/or any claim from a third party for injury to person or property arising from your use or storage of the Equipment.
- 12.6 No waiver by us of any breach of this Contract shall be considered as a waiver of any subsequent breach of the same provision or any other provision.
- 12.7 If any provision of the Contract is held by any competent authority to be unenforceable, in whole or in part, the validity of the other provisions of this Contract and the remainder of the affected provision shall be unaffected and shall remain in full force and effect.
- 12.8 We shall have no Liability to you for any delay and/or non-performance of a Contract to the extent that such delay is due to Force Majeure. If we are affected by Force Majeure then the time for

Corroventa Ltd Terms and Conditions

performance of our obligations under the Contract shall be extended for a period equal to the period of the delayed performance.

- 12.9 These terms and conditions supersede and replace all prior terms and conditions, communications, representations, warranties, stipulations, undertakings, and agreements whether oral or written between the parties.
- 12.10 All third party rights are excluded and no third parties shall have any rights to enforce the Contract.
- 12.11 We have the right to vary the Contract, by giving you 7 days written notice of such variation.
- 12.12 This Contract is governed by and interpreted in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English courts in relation to any matter or dispute arising out of or in connection with it (whether of a contractual or tortious nature or otherwise).