

Agreement Terms and Conditions of United Rentals UK Limited* in Brigg, United Kingdom

**trading as BakerCorp, a United Rentals® Company*

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1.1. DEFINITIONS

“**Agreement**” means this rental, sales, and service agreement, including any Reservation or Rental Agreement issued under these terms.

“**Branch Location**” means the branch location of United Rentals issuing an Agreement.

“**Customer**” means the person or entity identified as such on any Agreement or Reservation including any representative, agent, officer or employee thereof.

“**Customer Site**” means any location at which Customer does business, including Customer’s home offices, various area offices, fabrication and maintenance yards, and any jobsites where Customer rents Equipment from United Rentals.

“**Default**” means (1) becoming bankrupt or insolvent or taking any corporate action or other steps towards liquidation, winding up, dissolution; (2) making any bankruptcy administration order, or appointing a receiver, administrator, trustee or similar officer over all or any material part of the defaulting entity’s revenues, assets or business; (3) if an order is made for the winding up, dissolution or liquidation, or any analogous or equivalent proceedings by whatever name are undertaken in whatever jurisdiction; (4) the defaulting entity is generally unable to pay its debts as they become due or stops, suspends or threatens to stop or suspend payment of all or a material part of its debts or makes a general assignment of its assets for the benefit of its creditors; or (5) the defaulting entity is in breach of any material obligation that it has under this Agreement and such breach demonstrates that the entity cannot fully perform the remainder of its obligations.

“**Equipment**” means all goods, materials, and equipment and tangible items that are identified as rental items as set out in the Agreement, and shall include any accessories, attachments or other similar items delivered to Customer together with all replacements, repairs, additions, attachments and accessories thereto.

“**Fluid Solutions Services**” means services related to the storage, transfer, and/or treatment of fluids including the:

- A. Configuration;
- B. Installation;
- C. Monitoring;
- D. Operation;
- E. Ongoing maintenance; and/or
- F. Dismantling of tanks, pumps, filtration, or other fluid systems.

“**Power and HVAC Services**” means services related to portable power and HVAC system equipment including the:

- A. Start-up support;
- B. Installation and removal of low voltage cables;
- C. Installation and removal of temporary chilled water piping;
- D. On-site training for Customer’s employees
- E. On-site support; and/or
- F. Monitoring of selected installing trades.

“**Rental Period**” means the time period between: (i) when the Equipment leaves the Branch Location; and (ii) when the Equipment is returned to the Branch Location or if United Rentals has agreed to pick up Equipment from Customer, when United Rentals confirms in writing (which includes via email) that the Equipment is “off-rent”.

“**Rental Rate**” means the rate at which the Equipment is rented by Customer, as set out in the Agreement.

“**Services**” means the services, operation and work to be performed by United Rentals for Customer under this Agreement as set out the Reservation or Agreement and detailed at Schedule 2 (Services), including the Fluid Solutions Services, Power and HVAC Services, Scaffolding Services, Tool Solutions Services and Trench Services.

“**Scaffolding Services**” means services related to scaffolding including the installation and/or dismantling of scaffolding.

“**Specialty Media**” means the specialty filtration materials purchased in connection with the rental of Equipment used for fluid solutions, such as sand, gravel, carbon or other materials used to remove certain contaminants or other materials, as set out in the Agreement.

“**Tool Solutions Services**” means services related to tool rentals, including tool tracking and/or tool management of single tools, tool packages, or complete onsite mobile tool rooms.

“**Trench Services**” means services related to shoring and trenching systems, including the:

- A. Configuration;
- B. Repair; and/or
- C. Delivery and pickup of the system.

“**United Rentals**” means the corporate subsidiary of United Rentals defined on the Agreement, from whom Customer has rented the Equipment, purchased the Specialty Media, or ordered the Services.

1.2. INTERPRETATION

Unless otherwise specified in this Agreement or agreed separately between the parties, any reference to ‘in writing’ shall exclude email.

2. AUTHORITY TO SIGN

2.1. Any individual signing the contract on behalf of Customer represents and warrants that they are of legal age, and has the authority and power to sign the Agreement as or for Customer.

2.2. Customer has authority to enter into the Agreement.

3. WARRANTIES

- 3.1. United Rentals warrants that all Equipment shall be delivered in good working condition and that all Services shall be performed in a good workman-like manner.
- 3.2. There is no warranty that the Equipment, Services or Specialty Media are suited for Customer's intended use, that they are fit for any particular purpose, that they meet any applicable regulatory standard, or that they are free from defects or contaminants.
- 3.3. Except as may be specifically set forth in the Agreement, United Rentals disclaims all warranties, either expressed or implied, made in connection with this Agreement. These warranty provisions cannot be amended or modified orally or in writing and supersede any contrary representations or warranties, expressed or implied.

4. INDEMNITY/HOLD HARMLESS/DAMAGES

- 4.1. Customer acknowledges and assumes all risks inherent in the operation and use of the Equipment or Specialty Media by Customer, and will take all necessary precaution to protect all persons and property from injury or damage while in possession of the Equipment.
- 4.2. United Rentals shall not be responsible to Customer or to any other party for any loss, damage or injury, other than for personal injury or death, (including any loss of profits, business interruption or other special or consequential damages) caused by, resulting from, or in any way connected with the Specialty Media, the Equipment, its operation or use, or any defect with respect thereto, failure to authorize work under an Emergency Work Agreement (see Schedule 2, Section 1) or any Services provided hereunder, except as provided for in clause 4.4.
- 4.3. Customer agrees to defend, indemnify and hold United Rentals harmless from and against any and all claims or liability for damages to property arising out of the use, maintenance, instruction, operation, possession or rental of the Equipment, or purchase of Specialty Media, including loss of use thereof, injuries to persons including death, and from any other claims or liability ("Occurrence") to the extent such Occurrence arises during the Rental Period. Customer's obligation extends to the acts or omissions of its subcontractors, suppliers, officers, agents, employees or servants.
- 4.4. United Rentals shall indemnify Customer from any and all claims or liability for damages to property including loss of use thereof, injuries to persons, including death to the extent the same arises directly from United Rentals' negligent act or wilful misconduct. Supplier's obligation extends to the acts or omissions of its subcontractors, suppliers, officers, agents, employees, or servants.

5. RECEIPT & INSPECTION OF EQUIPMENT

- 5.1. United Rentals or United Rentals' designee shall use commercially reasonable efforts to deliver conforming Equipment and/or Specialty Media by the date specified on the Agreement Form.
- 5.2. Any dates quoted for delivery are approximate only. United Rentals shall not be liable for any delay in delivery of the Equipment and/or Specialty Media.
- 5.3. Customer acknowledges by signing the Agreement Form that Customer has inspected the Equipment prior to taking possession thereof, finds it of satisfactory quality, in good working order and repair, and suitable for Customer's needs and in accordance with the description on the first page of the Agreement. Customer acknowledges that, although the Equipment has, prior to delivery, been cleaned in accordance with United Rentals' usual procedures, United Rentals does not warrant that the Equipment is entirely free of any contaminants, absent a separate specific written agreement to the contrary, and Customer accepts the Equipment in its condition as when delivered. Customer is familiar with the proper operation and use of each item of Equipment and the Specialty Media. Customer has inspected or will inspect all hitches, bolts, safety chains, hauling tongues, welds and other devices and materials used to connect the Equipment to Customer's towing vehicle, if any; United Rentals is not responsible for any damage to Customer's towing vehicle caused by detachable hitches or mirrors.
- 5.4. Customer shall take independent action to ensure that any materials Customer stores or processes in fluid solutions systems in tanks are chemically compatible with the Equipment. Customer shall provide United Rentals with the safety data sheet ("SDS") or verified laboratory tests that identify the material Customer stores in the tanks.

6. USE OF EQUIPMENT

- 6.1. Customer's personnel who operate the Equipment, and other personnel who operate the Equipment with Customer's permission, will not use or allow anyone to use the Equipment: (a) for an illegal purpose or in an illegal manner, (b) without a valid operator's license, if required under any applicable law, or (c) who is not qualified to operate it.
- 6.2. Customer agrees that the Equipment shall be used in accordance with the manufacturer's instructions within its rated capacity, only in the normal course of its business, and only as to commodities, weight and other limitations of the Equipment.
- 6.3. Customer shall keep the Equipment in good and efficient working order, condition and repair, reasonable wear and tear alone excepted. Customer shall promptly notify United Rentals of any damages to the Equipment.
- 6.4. Customer agrees to properly maintain and care for Equipment and further, to protect the health and safety of persons required to come in contact with the Equipment. Customer agrees to perform routine inspections for operating pumps and to check filters, oil, fluid levels, tyre air pressure, clean and visually inspect the Equipment daily and immediately notify United Rentals when Equipment needs repair or maintenance.
- 6.5. Customer acknowledges that United Rentals has no responsibility to inspect the Equipment while it is in Customer's possession although United Rentals has the right, at its discretion, to conduct such an inspection and to test any contents which may be contained in the Equipment, and to access Customer's premises for that purpose.
- 6.6. United Rentals shall incur no liability whatsoever for failure of the Equipment to perform in Customer's service, nor for any damage to cargo(es) owned by Customer or for which Customer might be held responsible. Customer acknowledges and assumes all risks inherent in the operation, use and possession of the Equipment from the time that the Equipment is delivered to Customer until the Equipment is returned to United Rentals. Customer shall take all necessary precautions to protect all persons from injury or property from damage to the Equipment.

6.7. Customer will not store or inject any materials that may cause harm to the Equipment. Customer shall comply with all applicable motor vehicle emission regulations and fuel specifications while the Equipment is in Customer's possession. Customer will not store or transport any acute hazardous materials unless a regulated material agreement has been signed by both parties prior to the rental. If any such acute hazardous materials are stored or transported in the Equipment, Customer agrees that Customer shall be deemed to be the generator of those materials and shall, upon request, provide to United Rentals all assistance, information and documents United Rentals may require in connection with the disposal of any such acute hazardous or regulated materials. Some Equipment is equipped with pressure/vacuum relief devices or throttle stop and governor devices. Customer agrees not to tamper with or adjust such devices without prior written consent of United Rentals management.

7. IMPROVEMENTS OR CHANGES TO EQUIPMENT

- 7.1. Customer shall not (except as required by Section 6 hereof) alter, service, modify or repair the Equipment without the advance written consent of United Rentals.
- 7.2. Any improvements, substitutions, replacements, renewals or additions applied to the Equipment shall at once become and remain the property of United Rentals, and Customer hereby in advance transfers by way of assignment to United Rentals any and all intellectual property rights Customer might claim in relation to such improvements or additions. United Rentals reserves the right to charge Customer for the removal of any modifications that were made during the rental.

8. MALFUNCTIONING EQUIPMENT

- 8.1. Should the Equipment be involved in an accident, become unsafe, malfunction or require repair, Customer shall immediately cease using such Equipment and immediately notify United Rentals. If such condition is the result of normal operation, United Rentals will, at its sole expense, promptly repair or replace the Equipment with similar Equipment in working order if such replacement Equipment is available. If United Rentals is not allowed to work on Customer Site, an authorised third-party selected by United Rentals, may perform the repairs at the expense and direction of United Rentals. Rental payments shall be abated from the time of notice of such breakdown until the Equipment is restored to good working condition. United Rentals has no obligation to replace or abate charges for Equipment rendered inoperable by misuse, abuse or neglect.
- 8.2. Customer's sole remedy for any failure or defect in Equipment shall be the termination of any rental charges incurred after the failure occurs or the defect is discovered. Customer's sole remedy for any non-conformity or defect in the Services shall be the re-performance of the Services.

9. RETURN OF EQUIPMENT, DAMAGED & LOST EQUIPMENT

- 9.1. United Rentals will pick up Equipment from Customer at the expiration of the Rental Period, unless otherwise directed by United Rentals. United Rentals shall endeavour to pick up such Equipment within a commercially reasonable period of expiration of the Rental Period. Customer will provide a written confirmation that it has emptied and cleaned Equipment at the time Customer requests the Equipment be taken off rent.
- 9.2. Customer will return the Equipment in the same condition and repair as when delivered to Customer, empty of all contents and in clean condition, usual wear and tear excepted. Any Equipment shall be empty of all contents as required by any applicable regulation. United Rentals reserves the right to charge for any repairs that may be necessary to bring the Equipment up to the same condition and repair, including cleaning of interior or exterior and disposal of any contents.
- 9.3. Customer shall be liable for all damages to or loss of the Equipment, including, but not limited to: (i) vacuum or pressure damage; (ii) tilting or upset due to unbalanced load; (iii) overloading or exceeding its rated capacity; (iv) internal damage caused by adverse effects of cargo or mixture of cargoes, cleaning solvents and/or cleaning processes undertaken by Customer or its agents and any damage during transit to or from Customer; (v) cavitation; (vi) misuse; (vii) freezing, improper operation, improper maintenance/ lubrication, fire, theft, windstorm, hailstorm, flood, riot, insurrection, strike, explosion, collision, damages while loading and unloading, damages during transportation; (viii) motors, generators, drills or other electrical appliances or devices caused by portable electric current; unless the source is a generator supplied by United Rentals; (ix) hydraulic cylinders; (x) tyres and tubes caused by blow out, bruises, cuts, punctures or other causes inherent in the use of the Equipment; (xi) resulting from a lack of, or improper lubrication or servicing of the Equipment, or damage resulting from misuse, abuse, failure to maintain, cleanliness, proper fuel, hydraulic fluid, coolant or pressure levels; (xii) due to mysterious disappearance, or any of the Equipment that is not returned for whatever reason, including theft;. Break and entry includes forced entry into a building, enclosed area, or fencing where the Equipment is located, or forced entry into the Equipment itself; (xiii) due to theft of all accessories, including, but not limited to, air hoses, electric cords, blades, welding cable, liquid fuel tanks, harnesses and lanyards and other similar items; and (xiv) due to use of the Equipment in violation of any terms of the Agreement or any illegal use.
- 9.4. In the event of damage to the Equipment not resulting from reasonable wear and tear, United Rentals agrees to provide a repair estimate to Customer, and in line with the repair estimate shall repair, or arrange for a third party selected by United Rentals to repair the Equipment, unless the Parties agree in writing that such repairs may be made by Customer. Repairs shall be made at the cost of Customer to the reasonable satisfaction of United Rentals and in a manner which shall not adversely affect the operation, manufacturer's design or value of the Equipment.
- 9.5. In the case of loss or destruction of any Equipment, inability or failure to return the same to United Rentals for any reason, or inability to repair the Equipment to the same condition and repair as when delivered to Customer, Customer shall be responsible for the full replacement value of the Equipment.

10. REASONABLE WEAR AND TEAR

Reasonable wear and tear of the Equipment shall mean only the normal deterioration of the Equipment caused by ordinary and reasonable use on a "one shift" (8 hours per day; 40 hours per week, 160 hours per month) basis. The following shall not be deemed

reasonable wear and tear: (a) damage resulting from lack of lubrication, insertion of improper fuel, or lack of maintenance of necessary oil, water and air pressure levels (b) except where United Rentals expressly assumes the obligation to service or maintain the Equipment, any damage resulting from lack of servicing or preventive maintenance suggested in the manufacturer's operation and maintenance manual; (c) damage resulting from any collision, overturning, or improper operation, including overloading or exceeding the rated capacity of the Equipment; (d) damage in the nature of dents, bending, tearing, staining, corrosion or misalignment to or of the Equipment or any part thereof; (e) wear resulting from use in excess of shifts for which rented (f) cavitation (g) freezing; and (h) any other damage to the Equipment which is not considered ordinary and reasonable in the equipment rental industry.

11. RENTAL PERIOD & CALCULATION OF CHARGES

- 11.1. Rental charges will be incurred in accordance with the Rental Rate throughout the Rental Period. Rental charges are based on 8 hours use per day, 40 hours per week and 160 hours per 28 day cycle and accrue during Saturdays, Sundays and Holidays. On power Equipment, operation in excess of one shift (8 hours per day, 56 hours per week and 240 hours per month) will be at United Rentals' standard premium rates. Where the Equipment is diesel-fuelled, Customer will truthfully and accurately certify to United Rentals the number of shifts the Equipment was operated during the course of the Rental Period upon return of the Equipment.
- 11.2. Customer agrees that if the Equipment is not returned by the end of the Rental Period, Customer shall continue to pay the Rental Rates applicable to the Equipment until returned. If the Parties agree for United Rentals to pick up the Equipment but United Rentals is unable to do so due to Customer's failure to provide access to the Equipment, the Equipment shall not be deemed returned until such access is provided. For the avoidance of doubt, the Rental Period for fluid solutions systems Equipment continues until Customer has emptied the fluid solutions systems of all contents and cleaned the fluid solutions systems in accordance with all applicable laws and regulations.
- 11.3. Transportation costs for delivery and pick up and rent for Equipment covered by the Agreement shall be in accordance with transport charges stated on the Agreement Form. The equipment is furnished F.O.B. United Rentals' Branch Location or such other location as identified by United Rentals and all handling and transportation charges to and from the Branch Location or such other location, unless otherwise specified herein, shall be paid by Customer.

12. PAYMENT

- 12.1. All obligations under the Agreement shall be paid in full upon the first to occur of: (i) the return of the rental Equipment to United Rentals; (ii) the delivery of purchased Equipment or Specialty Media; (iii) completion of Services; (iv) 30 days after the date of United Rentals' invoice to Customer. Customer acknowledges that timely payment of rental, Service, or sales charges is essential to United Rentals' business operations and it would be impractical and extremely difficult to fix the actual damages caused by late payment.
- 12.2. Without limiting United Rental's other rights, Customer and United Rentals agree that late payments accrue interest payable by Customer on United Rentals' demand, at the lesser of 2% per month (24% per annum), or the maximum rate permitted by applicable law.

13. FAILURE TO DELIVER

Customer releases and discharges United Rentals from any and all liability or damages (including consequential and special damages) which might be caused by United Rentals' failure or inability to deliver any Equipment or perform any Services by any specified date or time.

14. TITLE/NO PURCHASE OPTION/NO LIENS

Other than for the sale of Specialty Media, this Agreement is not a contract of sale, and title to the Equipment shall at all times remain with United Rentals. Customer has no option or right to purchase the Equipment and shall not part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Equipment or allow the creation of any mortgage, charge, lien or any other security interest in respect of it.

15. SPECIALTY MEDIA

- 15.1. All Specialty Media shall be deemed purchased under this Agreement on an as-is, with all faults basis and is non-refundable once delivered to Customer. Title of Specialty Media shall pass to Customer immediately upon delivery.
- 15.2. The Specialty Media is described on the Agreement Form, but United Rentals reserves the right to amend the description as required to comply with any applicable statutory or regulatory requirements. Any samples, drawings, descriptive matter, or advertising produced by the United Rentals and any descriptions or illustrations contained in United Rentals catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Specialty Media described in them. They shall not form part of the Agreement or have any contractual force.
- 15.3. At the expiration or sooner termination of the Rental Period, Customer is responsible for emptying and disposing of all Specialty Media in compliance with applicable law. The term of this Agreement shall not terminate until Customer removes all Specialty Media from filtration Equipment. In the event United Rentals is requested to transport non-hazardous spent Specialty Media to a disposal facility, the non-hazardous spent Specialty Media will be subject to disposal facility acceptance testing, at Customer's sole cost and expense. The disposal facility may periodically re-test spent Specialty Media to assure it remains acceptable for disposal. If spent Specialty Media testing determines the spent Specialty Media is unacceptable for any designated disposal facility, use of an alternate disposal facility may result in an additional cost and Customer shall pay said additional cost. Customer shall promptly provide any information required by the disposal facility or United Rentals related to the evaluation of the acceptance of spent Specialty Media.

16. SERVICES

- 16.1. Customer is required to provide clear, specific and detailed instructions with respect to the Services requested. Customer is responsible for directing the Services in a professional manner, in accordance with the highest industry standards, and in compliance with all applicable laws

and regulations. Customer shall provide United Rentals with all the information and documentation United Rentals requests to assess, plan, and execute the Services. All Services are performed based on information provided by Customer or others and United Rentals is relying on the accuracy and completeness of such information in performing such Services.

17. DEFAULT

- 17.1. Should either party Default, the non-defaulting party may exercise any and all rights it has, including termination.
- 17.2. Should either Customer or United Rentals commit a Default, the non-defaulting party may, by written notice, require the defaulting party to either cure the Default or provide adequate assurance of the defaulting party's ability to fulfil its remaining contract obligations. Should the defaulting party not cure the default or provide the requested assurances within fifteen (15) calendar days after receipt of such notice (or such shorter time as the circumstances may dictate), the non-defaulting party may terminate this Agreement.

18. REPOSSESSION OF EQUIPMENT

- 18.1. In the event of: (i) any actual or anticipatory violation of or default in any of the terms and conditions of this Agreement by Customer and Customer's failure to repair such default without delay upon receipt of United Rentals' notice of default, (ii) permanent closure of the United Rentals' store that rented the Equipment to Customer, or (iii) declaration of any emergency, disaster, or similar situation by any government authority, provided that such declaration is for an area that includes or is nearby a Customer jobsite, United Rentals' employees or agents may terminate the rental and without notice or legal process, go upon Customer's property and take all action reasonably necessary to repossess the Equipment. Customer waives all claims for damages and losses, physical or pecuniary, caused thereby, and shall pay all costs and expenses incurred by United Rentals in retaking the Equipment.
- 18.2. Should Customer claim that any of said Equipment contains property belonging to Customer, Customer shall give written notice to United Rentals of such fact within a period 24 hours after retaking by United Rentals. Failure to give such notice within said 24 hours shall forever bar Customer from asserting any claim or claims against United Rentals on account of property alleged to have been in said retaken Equipment.

19. CUSTOMER'S INSURANCE COVERAGE

- 19.1. Customer agrees to maintain and carry, at its sole cost, adequate liability, physical damage, public liability, property damage and casualty insurance for the full replacement cost of the Equipment, including all risks of loss or damage covered by the standard extended coverage endorsement to cover any damage or liability arising from the handling, transportation, maintenance, operation or use of the Equipment during the entire Rental Period. Customer shall obtain insurance policies that provide, or are endorsed to provide, that all insurance required hereunder is primary and non-contributory to any other insurance maintained by United Rentals. Any deductibles or self-insured retentions shall be the sole responsibility of the Customer.
- 19.2. When requested, Customer shall supply to United Rentals proof of such Certificate of Insurance clearly setting forth the coverage for the Equipment and naming United Rentals as loss payee and additional insured; such insurance thereof shall have the following minimum value: (i) in the case of bodily injury liability (including death), GBP 1.000.000 per person and GBP 1.000.000 per occurrence and (ii) in the case of property damage liability GBP 1.000.000 per occurrence and in a form, satisfactory to United Rentals. The Certificate of Insurance and policy shall provide that United Rentals shall receive not less than ninety (90) days' notice prior to any cancellation of the insurance required hereunder.

20. DATA PROTECTION

United Rentals treats Customer's data in accordance with its privacy policy which can be accessed at :
<https://www.unitedrentals.com/included-content/legal/privacy/>

21. FORCE MAJEURE

United Rentals shall not be liable to Customer for failure to perform its obligations hereunder to the extent such failure arises out of events beyond its control, including without limitation: strikes, lockouts, industrial disturbances, civil disturbances, fires, acts of God, or acts of public enemy or terrorism. If a force majeure interrupts or delays United Rentals' performance hereunder, United Rentals' obligations shall be excused until such time as the events giving rise to the force majeure event cease to exist.

22. COMPLIANCE WITH LAWS

Customer agrees at its sole expense to comply with all applicable laws, statutes, regulations, licences, permits and codes, associated with and which may apply to, use of the Equipment and Specialty Media, including discharge of treated water, and disposal of waste or spent Specialty Media or other materials, and for security, traffic control and road crossings.

23. ENTIRE AGREEMENT/ONLY AGREEMENT

- 23.1. The written Agreement together with the Agreement Form and United Rentals' Credit Application which Customer has provided to United Rentals, represents the entire agreement between Customer and United Rentals. In the event of any conflict in terms, the Agreement shall control. There are no oral or other representations, understandings, warranties, assurances, promises or agreements not included herein.
- 23.2. None of United Rentals' rights or Customer's rights may be changed and no extension of the terms of the Agreement may be made except in writing, signed by both United Rentals and Customer. The use of Customer's purchase order number on the Agreement Form is for Customer's convenience only. The Agreement supersedes any purchase order or other Customer provisions or forms whether sent to or received prior, or subsequent to the Agreement.

24. NO ASSIGNMENT, LENDING OR SUBLETTING

24.1. Customer shall not part with control of (including for the purposes of repair or maintenance), sell or offer for sale, sublease, sub-rent, assign or loan the Equipment, and any such action by Customer shall be void and constitute a default under the Agreement.

24.2. Customer agrees to use and keep the Equipment at the job site set forth on the front page of the Agreement unless United Rentals approves otherwise in writing. Written permission from United Rentals is not required for temporary changes in the usual course of Customer's business.

25. RIGHTS OF THIRD PARTIES

A person who is not a party to this Agreement shall have no rights pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce rights or benefits under this Agreement.

26. OTHER PROVISIONS

26.1. Any failure of United Rentals to insist upon strict performance by Customer of any terms and conditions of the Agreement shall not be construed as a waiver of United Rentals' right to demand strict compliance. Customer has carefully reviewed the Agreement and waives any principle of law which would construe any provision hereof against United Rentals as the draftsman of the Agreement.

26.2. A waiver of any right or remedy under this Agreement or at law is only effective if given in writing.

26.3. Customer agrees to pay all reasonable costs of collection, court, legal fees and other expenses incurred by United Rentals in the collection of any charges due under the Agreement or in connection with the enforcement of its terms or otherwise in connection with the Agreement or the Equipment or Services whether or not litigation is commenced.

26.4. Customer shall pay all charges without any offsets, deductions or claims and waives all rights Customer might have to suspend payment.

27. SEVERABILITY

27.1. If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction in connection with its performance, such provision shall:

- A) be deemed deleted to the minimum extent necessary; and
- B) continue in full force and effect without deletion.

27.2. Any deletion of a provision under clause 27.1 shall not affect the validity and enforceability of the remainder of this Agreement.

28. GOVERNING LAW AND JURISDICTION

Customer agrees that this Agreement and any non-contractual obligations shall be governed by and construed in accordance with English laws. Any dispute regarding this Agreement (whether arising out of or in connection with contractual or non-contractual obligations) shall be subject to the exclusive jurisdiction of the English courts, and the parties agree to submit to the personal and exclusive jurisdiction and venue of these courts. United Rentals shall be entitled to decrees of specific performance (without posting bond or other security) in addition to such other remedies as may be available. The application of the Vienna Convention on the International Sale of Goods is excluded.

CRIMINAL WARNING: The use of false identification to obtain Equipment or the failure to return the Equipment may be considered a theft subject to criminal prosecution pursuant to applicable criminal or penal code provisions.

Schedule 1

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Schedule 2 Services

1. Fluid Solutions Services.

General

Customer shall provide accurate measurements, specifications and any supporting documentation to assist in the Fluid Solutions Services as requested by United Rentals. Unless otherwise agreed to by the parties, Customer shall: (i) have adequate lifting equipment on site to load and unload during set up and break down; (ii) insert, remove and maintain sewer pipe plugs and suction screens as necessary; (iii) provide any and all containment and required matting; (iv) obtain any and all rights of way, permits, and easements as necessary; (v) provide adequate staging areas, water sources, and access thereto; (vi) provide necessary controls of erosion, odour and traffic, including site restoration, as necessary; (vii) provide fuelling and/or adequate power, including cable and an electrician, as necessary; (viii) perform daily inspection and maintenance of the Equipment during the Rental Period; (ix) provide access at all times to the Fluid Solutions system and a clean, unobstructed and safe area to perform the Fluid Solutions Services. Customer shall not store nor transport any hazardous, toxic, radioactive or infectious materials or substances unless Customer and United Rentals have entered into a fully executed Acute Hazardous Material or Regulated Materials Agreement.

Scope of Fluid Solutions Services; Change Orders.

The scope of Fluid Solutions services ("Scope") provided for each job shall be incorporated into the Agreement. Unless specifically agreed to in the Scope, Customer, at its cost and expense, shall obtain all required building and construction permits, inspections, or certificates, as well as any permissions and authority necessary to perform the Fluid Solutions Services.

- A) If United Rentals' scope of work includes operating the equipment, the following change order process will apply: (i) If the type of liquid, including its constituents and other characteristics (for example, viscosity, turbidity), the volume or the rate of flow (whether due to weather or other factors not under United Rentals' reasonable control) materially change, United Rentals will notify Customer of the need for a change order. Customer acknowledges that, due to the location and/or the nature of the work, it is imperative that United Rentals respond as quickly as possible to avoid a spill or other incident. Therefore, Customer agrees to designate one or more authorized representatives who will be available to United Rentals 24/7/365 to respond to United Rentals' request for a change order; (ii) Customer acknowledges that its representative's verbal or written approval (whether by email or text or other document) is a binding agreement to pay for the change order; and (iii) If Customer's authorized representative is unavailable, Customer agrees that United Rentals may take the action it reasonably believes is most likely to mitigate any spill, incident or accident and that Customer's failure to respond to United Rentals' request for a change order waives any right to contest the validity of the change order later.
- B) If Customer is operating the equipment, the following change order process will apply: (i) Customer is obligated to monitor and operate the equipment in order to verify proper operation and trouble-shoot problems. Customer is obligated to provide qualified and trained personnel to operate the system; (ii) If analytical tests are required to be run, Customer is obligated to ensure that the appropriate samples are pulled and analyzed; if changes to the system are required, Customer is obligated to contact United Rentals and ensure that Customer's planned changes will not adversely impact the system or equipment; and (iii) United Rentals is available for consultation at the then-current hourly rate and any additional transportation, lodging or per diem costs if the United Rentals consultant is not located in the nearest United Rentals branch to the jobsite.

2. **Power and HVAC Services.** Customer hereby consents to United Rentals' use of a third party technician to perform installation and hook-up services of the Equipment, if Power and HVAC Services are requested by Customer. Unless otherwise agreed to in writing (which includes email) by the parties, Customer shall (i) perform daily inspection and maintenance of all Equipment during the Rental Period; (ii) decontaminate Equipment of any chemical or hazardous fluids; (iii) obtain all necessary permits and regulatory inspections; (iv) replace dirty air filters on all air handlers and air conditioners; (v) load and unload all rental Equipment from trailers (if applicable); (vi) remove all fuel from any supplemental tanks prior to Equipment decommissioning; (vii) fuel and/or refuel all generators, boilers or fuel tanks; (viii) check and record oil levels in generator daily; (ix) allow United Rentals to perform service every 250 hours on all Equipment; and (x) furnish a qualified electrician to connect and disconnect Equipment to utility power.
3. **Scaffolding Services.** Unless otherwise agreed to by the parties, Customer shall (i) provide a clean, unobstructed, and safe area to perform the Scaffolding Services; (ii) move planking, sidewall brackets, and guardrails as necessary for completion of the Scaffolding Services; (iii) install toe boards, mesh, and/or patch ties in holes; (iv) maintain and use the Equipment in accordance with all applicable laws and regulations as well as the manufacturer's safety rules and instructions; (v) keep all persons (other than United Rentals' employees) off and away from the Equipment during its erection and dismantling; (vi) take reasonable steps to protect all buildings, properties, and grounds, including but not limited to grass and landscaping; (vii) be solely responsible for providing all necessary and required fall protection to employees and others using the Equipment in compliance with all applicable laws and regulations; and (viii) be solely responsible for determining if the ground, slab, roof, or structure(s) the Equipment is set upon is/are capable of supporting the loads, people, and materials used and placed upon the Equipment. In addition, Customer shall be responsible for obtaining all required permits necessary for the Scaffolding Services. Upon completion of the installation, Customer shall sign Customer Acceptance Certificate provided by United Rentals.
4. **Tool Services.** Unless otherwise agreed to by the parties, Customer shall (i) provide a safe location for the trailer where it can be housed for the duration of the project; (ii) provide power to supply electricity to the trailer (generator or plant power); (iii) install scaffolding around the

trailer if the site does not make use of the trailer's stairs; (iv) supply United Rentals with information regarding access requirements, including but not limited to, site-specific classes, drug testing requirements, fatigue day rules, etc., prior to delivery; (v) supply United Rentals with a list of personnel authorised to check-in and check-out tools and/or allowed to request addition/removal of inventory.

5. **Trench Services.** The trench/shoring system ("**the System**") is to be used in complete accordance with any manufacturer's tabulated data that is provided therefor. United Rentals makes no representation or warranty about, and shall not be responsible for, such data. If United Rentals provides an on-site observer ("**the Observer**") to observe the installation of the System, neither the presence of the Observer at the jobsite nor the provision of the Trench Services by United Rentals shall relieve Customer, and Customer assumes full responsibility for, the construction means, methods, sequence, techniques and procedures necessary to use the Equipment including but not limited to the assembly, installation, welding, maintenance, deflection, dewatering and removal of the System in accordance with the requirements of this Agreement, and all other applicable laws and regulations.