

**NEPTUNUS LIMITED**  
**ADDITIONAL PROVISIONS ON RENTING OF EQUIPMENT FOR SEMI-PERMANENT USE**

Neptunus' Terms and Conditions of Hire, which are attached hereto, are incorporated into these additional Provisions on Renting of Equipment for Semi-Permanent Use. If there shall be any conflict between these Provisions on Renting of Equipment for Semi-Permanent Use and any condition in Neptunus' Terms and Conditions of Hire then the provisions of these Provisions on Renting of Equipment for Semi-Permanent Use shall prevail.

**1. Continuation of Contract**

On expiry of the Hire Period, a Contract may be continued for a further hire period at Neptunus' sole discretion provided always that at least two months before the expiry of the Hire Period, the Client shall have requested in writing that such extension be considered. Neptunus reserves the right to alter the terms of the Contract if such extension be granted. If the Client does not observe this deadline for such request then Neptunus shall be entitled to dismantle the equipment at the contractually agreed time.

**2. Premature termination**

In the event of premature termination of the Contract, the Client shall become liable to Neptunus for all rental payments up to the end of the Hire Period in addition to the agreed cost of dismantling.

**3. Prices**

The prices included in the order confirmation are based on the assumption that each of the erection and dismantling operations will be carried out in single phases. In the event of these operations taking place in several phases, a surcharge will be made.

Extra work to be carried out that is not included in the contract shall be invoiced at the hourly labour or mileage rate applicable at that time, unless otherwise agreed. Details of such charges applicable from time to time are available from Neptunus. Work on Saturdays, Sundays and public holidays will be subject to a surcharge.

**4. Indexation**

4.1 The rental shall be increased in line with any increase in the Retail Prices Index or any official index replacing it.

4.2 This increased rental (the "Indexed Rental") shall become payable from 1 January following the year in which the Contract was entered into and each anniversary thereof (the "Review Date")

4.3 The Indexed Rental shall be determined at the relevant Review Date by increasing (but not reducing) the rental payable immediately prior to the Review Date by the percentage annual change of the Retail Price Index published by the Office for National Statistics (or such similar index as shall replace it) for the month immediately preceding the Review Date.

**5. Bank guarantee**

As a guarantee for the performance of the Client's obligations under any Contract, Neptunus may as a condition of the hire request the Client to put up a bank guarantee, given by a banking institution acceptable to Neptunus. The bank guarantee must be valid and remain so, not only for the agreed hire period but also for the period of any subsequent continuation of any Contract, and for a period of at least three months after the date on which such a Contract will have ended and the rented equipment collected by Neptunus.

**6. Property charges**

All property charges and taxes, including without limitation any property tax and water company levy that may be charged on the hired property shall be charged to the Client, irrespective of whether said charges and taxes are levied on or collected from the Client or from Neptunus. The Client shall indemnify and keep Neptunus indemnified against all Losses arising from such property charges and taxes and shall satisfy such indemnity on demand.

**7. Licenses**

The Client must ensure that he holds and continues to hold, at his own expense, any licences and exemptions that may be associated with the erection and use of the rented equipment for its intended purpose. These shall include the cost of soil surveys and soundings. Not holding or no longer holding, or withdrawal of such licences and/or exemptions shall not be considered for the purposes of any Contract as a defect in the rented equipment and, shall be at the expense and risk of the

Client and shall not constitute grounds for the Client cancelling a Contract or to make any other claim against Neptunus at law or otherwise.

#### 8. Facilities

The Client must ensure that the building site is fenced and secure from the time of the first delivery of the materials until the last return load on dismantling.

If they are not present on the construction site, Neptunus shall attend to the erection of toilets, site huts and storage containers for its own use.

The Client shall, at his own expense, provide connections for the electricity and water needed during construction. The tariff costs shall be borne by the Client.

The Client shall attend to applications for public utilities and their connection up to the meter box (excluding the cost of the meter box and installing ducts for running in pipe work and cables).

The cost of rainwater drainage and sewerage, any ring conduits that may be required and connection to the waste stack of the rainwater drain shall be borne by the client. The cost of repairing or replacing holes made for pipes and cables in floors and partitions will be payable by the Client

No facilities installed in the ground, such as existing pipe work and foundations will be removed by Neptunus.

#### 9. Maintenance

Maintenance activities and repairs performed from time to time shall be at the Client's expense, unless otherwise agreed. Any disturbance of or damage to materials supplied by Neptunus and/or its subcontractors, shall be made good or replaced as soon as possible. If such disturbance or damage has arisen through improper use, the client will be so informed and the cost will be charged to him.

#### 10. Reporting at the time of delivery/ending of agreement

After erection by Neptunus, the parties shall describe and record the condition of the equipment in a delivery report to be signed by both parties, which report shall form part of the Contract. In good time before the end of the Contract, the hired property shall be inspected jointly by the parties, who shall also draw up a report and of their inspection in which the findings relating to the condition of the equipment are recorded (inspection report at end of the Contract). The inspection report shall record what items belonging to the equipment are missing or damaged and which therefore qualify for compensation by the Client.

#### 11. The Site

- a. The Client, shall procure the grant to Neptunus of an irrevocable licence to enter on to the land on which the Goods are erected all times during the Hire Period (as defined in condition 10.3 of Neptunus' Terms and Conditions of Hire) for the purposes of Neptunus' inspection, testing, repairing, servicing, maintaining replacing or repossessing the Goods. If such land is the subject of a prior interests including but not limited to a lease(s), headlease(s)' reversionary interest, debenture, charge and/or mortgage (the "Prior Interests") then the Client shall, before delivery of the Goods, obtain from each of the holders of the Prior Interests (the "Prior Interest Holders") a waiver in a form acceptable to Neptunus of any and all rights that such Prior Interest Holder may have in respect of the Goods (whether or not they are attached to the land) and that they acknowledge that Neptunus' is the owner of the Goods and has the right to enter on to the property and remove or repossess them.

#### 12. Contact

- a. The Clients agree that Neptunus shall at all times be empowered to conclude any agreements with any of the Prior Interest Holders and at all times be empowered to contact the owner directly in order to obtain clarification of whether any mortgage holder has given his/her consent to the hire of the Goods by the Client.



NEPTUNUS