

Universal Inspection (UK) Limited**TERMS AND CONDITIONS FOR THE PERFORMANCE OF
SERVICES, RENTAL OF EQUIPMENT AND SALE OF GOODS****A. General Terms and Conditions**

1. These General Terms and Conditions for the Performance of Services, Rental of Equipment and Sale of Goods together with the applicable Particular Terms and Conditions (set out in clauses 1 to 39 and Sections B, C and D (inclusive), together the "**Conditions**") shall exclusively apply to all Services (as hereinafter defined) performed or Rental Equipment (as hereinafter defined) provided or Goods (as hereinafter defined) sold by Universal Inspection UK Limited (incorporated in Scotland with registered number SC197522) ("**UNIVERSAL INSPECTION**") and / or supplied by our appointed subcontractor to the person firm or company ("**Company**") identified in the quotation. The Services, Rental Equipment and / or Goods are hereinafter collectively referred to as the "**Deliverables**".
2. **Contract formation.** The quotation issued by UNIVERSAL INSPECTION to the Company sets out the details of the relevant Deliverables, the price and any special terms and conditions (the "**Quotation**"). The Company's order as set out in (i) the Company's purchase order, (ii) written acceptance of the Quotation or (iii) written confirmation under a call-off order or related document from the Company (the "**Order**"), constitutes an offer by the Company to purchase the Deliverables as described in a Quotation and in accordance with these Conditions. The Order shall only be deemed to be accepted when UNIVERSAL INSPECTION issues written acceptance of the Order or otherwise commences to supply the Deliverables (the "**Acknowledgement**") at which point and on which date the contract shall come into existence (the "**Commencement Date**"). For the avoidance of doubt, UNIVERSAL INSPECTION's Acknowledgement is subject to (i) the availability of the necessary materials; and / or (ii) the Company being able to provide the necessary authorisations and/or licences; and / or (iii) any other conditions specified in the Acknowledgement.
3. These Conditions, any special terms, the Quotation and Acknowledgement and any other document expressly incorporated by reference constitutes the contract between the parties. Any samples, drawings, descriptive matter or advertising issued by UNIVERSAL INSPECTION and any descriptions of the Goods and Rental Equipment or illustrations or descriptions of the Services contained in UNIVERSAL INSPECTION's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services, Rental Equipment and/or Goods described in them. They shall not form part of the contract nor have any contractual force.
4. In the case of any conflict or inconsistency between them, the following parts of the contract shall take precedence in the following order (from first to last): (i) the Acknowledgement, (ii) any special terms in the Quotation, (iii) any specification in the Quotation and (iv) the Conditions.
5. These Conditions shall take precedence over and shall apply to the exclusion of any other terms that the Company seeks to impose or incorporate, or implied by trade, custom or practice in the country of operations, even if UNIVERSAL INSPECTION effect delivery or render Services without reservation. These Conditions shall also govern any future business relations and in particular in the event of further orders which are communicated verbally, even without being specifically referred to again.
6. **Duration.** These Terms and Conditions shall continue from the Commencement Date for the period specified in the Quotation or as necessary to complete the Services, or for the period of rental specified by the Company, or until delivery of the Goods sold by UNIVERSAL INSPECTION to the Company.
7. **Company Obligations.** The Company shall (i) co-operate with UNIVERSAL INSPECTION and provide all reasonable assistance (including access) required to provide the Deliverables, including providing all necessary information, descriptions, specifications and access to premises to enable UNIVERSAL INSPECTION to satisfy its obligations under this contract; (ii) provide UNIVERSAL INSPECTION, in a timely manner, all such materials and other information as UNIVERSAL INSPECTION may reasonably require and ensure that such information is complete and accurate in all material respects; (iii) obtain and maintain all necessary licences, consents and other rights necessary to comply with all relevant legislation in relation to the Deliverables, including health and safety laws; and (iv) only use the Rental Equipment and Goods in a safe manner.
8. **Price and Payment.** Unless otherwise agreed in writing or expressed elsewhere in the Agreement, all prices and charges set out in the Quotation (the "**Price**") are net prices in the stated currency in the Quotation, exclusive of any tax, with-holding tax, VAT, levy, duty of whatsoever nature. Where the Company is purchasing Services, Rental Equipment or Goods from UNIVERSAL INSPECTION's standard price list, the standard price list shall be deemed to be the Quotation.
9. All Quotations are valid for thirty (30) days from date of Quotation unless otherwise stipulated.
10. UNIVERSAL INSPECTION reserves the right to increase prices by giving notice to the Company at any time before the contemplated delivery date due to (i) any factor beyond the control of UNIVERSAL INSPECTION (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs); or (ii) any request by the Company to change the delivery date(s), specification, quantities or types of Deliverables. In these events UNIVERSAL INSPECTION shall have the right to adjust the prices accordingly.
11. In consideration of the supply of the Deliverables by UNIVERSAL INSPECTION in accordance with the Quotation and these Conditions, the Company shall pay to UNIVERSAL INSPECTION the Price.
12. The Company shall pay each invoice submitted by UNIVERSAL INSPECTION within thirty (30) days from the date of UNIVERSAL INSPECTION's invoice, in full and in cleared funds to UNIVERSAL INSPECTION's accounts listed on the invoice in

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the currency stated, and time of payment shall be of the essence of the contract. All sums payable shall be paid free and clear of all deductions or withholdings whatsoever, save only as may be required by law.

13. Unless otherwise agreed in writing between the parties, UNIVERSAL INSPECTION shall invoice the Company in respect of (i) Goods, on or at any time after completion of delivery, (ii) Rental Equipment, weekly in advance; and (iii) Services, on completion of the Services or monthly in arrears.
14. UNIVERSAL INSPECTION reserves the right to require the Company to provide an irrevocable Letter of Credit with an international bank in terms acceptable to UNIVERSAL INSPECTION for the Price payable for the Deliverables or an advance payment deposited into a UNIVERSAL INSPECTION nominated account for the estimated final value of the Deliverables. The letter of credit shall be valid for at least six months.
15. Cancellation of orders by the Company after Acknowledgement of the Order will only be accepted if confirmed in writing. Cancellation charges in such cases will be based on the cost accrued to UNIVERSAL INSPECTION at the time of cancellation plus fifteen percent (15%).
16. In the event of late payment, the Company shall pay interest on overdue amounts at the Bank of Scotland Base Rate plus eight percent (8%) from the date on which payment became due.
17. Without prejudice to UNIVERSAL INSPECTION's other rights and remedies under the contract, if the Company fails to pay for any Deliverables or if UNIVERSAL INSPECTION has reasonable concerns about the financial viability of the Company, it may suspend further performance of the Services or supply of the Goods and Rental Equipment without liability until payment or satisfactory security for payment has been provided.
18. **Indemnities.** Each party shall be responsible for and shall release, defend, indemnify and hold harmless the other party including, as may be applicable, the other party's client, contractors, subcontractors, vendors, sub-vendors and the officers, directors, employees, servants and agents of any of the foregoing (hereinafter referred to as "**Affiliates**"), from and against any and all claims, liabilities, costs (including legal costs), damages and expenses (other than indirect or consequential losses) howsoever arising in respect of (i) personal injury to or sickness, illness, disease or death of any employee of the indemnifying party and its respective Affiliates; and, (ii) loss of or damage to any property procured, owned, hired or leased by the indemnifying party and its respective Affiliates; as a result of or arising out of or relating to or in connection with the supply of the Deliverables hereunder, irrespective of cause and irrespective of the sole or contributory negligence or breach of duty (contractual, statutory or otherwise) or any liability in tort, contract, statute or otherwise at law, of the indemnified party or its respective Affiliates.
19. The Company shall release, defend, indemnify and hold harmless UNIVERSAL INSPECTION and its Affiliates from and against any and all claims, liabilities, costs (including legal costs), damages and expenses of every kind and nature howsoever arising in respect of (i) loss of or damage to the Company's, or Company's client's, well (including casing and associated materials and services), any subsurface reservoir, geological formation or strata and for loss of any oil or gas or other minerals or liquids there from; and, (ii) blow-out, fire, explosion and/or killing or control of any well which shall have become out of control for any reason, including but not limited to debris removal; and, (iii) pollution or seepage emanating from the reservoir or from the property of the Company or its Affiliates and its removal and clean up as a result of or arising out of or relating to or in connection with the supply of the Deliverables hereunder, irrespective of cause and irrespective of the sole or contributory negligence or breach of duty (contractual, statutory or otherwise) or any liability in tort, contract, statute or otherwise at law of UNIVERSAL INSPECTION and its Affiliates.
20. Each party shall be responsible for and shall release, defend, indemnify and hold harmless the other party and its Affiliates, from and against all claims, proceedings, damages, expenses, liabilities and losses (other than indirect or consequential losses), including (without limitation) costs and legal fees arising out of or in connection with (a) personal injuries to, including death of, and (b) loss or damage suffered by any third party, not being a member of either the parties Affiliates', including damage to property arising out of or in connection with the supply of the Deliverables hereunder, to the extent that such injury or death, loss or damage was attributable to the negligence of a party or to its Affiliates.
21. The Company shall indemnify and hold UNIVERSAL INSPECTION harmless from and shall keep UNIVERSAL INSPECTION's Rental Equipment and the Goods (until title transfers) free and clear of all liens, claims, assessments, fines and levies incurred, created, caused or committed by the Company or its Affiliates.
22. **Warranty.** Except as expressly set out in these Conditions or in the Quotation, all other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into the contract, whether by statute or otherwise, including the implied conditions, warranties or other terms as to satisfactory quality, merchantability, fitness for purpose for any particular purpose or the use of reasonable skill and care, are hereby excluded.
23. **Defects.** If the Company identifies a defect in the Deliverables in accordance with conditions specified in Section B.2, Section C.8) and Section D.11, the Company must promptly notify UNIVERSAL INSPECTION and the Deliverable will be subject to examination by UNIVERSAL INSPECTION. If any Deliverables are found to be defective, UNIVERSAL INSPECTION shall at its sole discretion rectify the defect by, either, repairing or replacing the defective Rental Equipment or Goods or re-performing defective Services as soon as reasonably practicable after notification of the defect by the Company. Where UNIVERSAL

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- INSPECTION supplies any replacement Rental Equipment or Goods in accordance with this clause, the provisions of these Conditions shall apply to such replacement Rental Equipment or Goods. UNIVERSAL INSPECTION shall not be liable for any failure to comply with clause 23, if the defect arises because (i) the Company makes any further use of such Rental Equipment or Goods after giving notice of defects; (ii) the Company failed to follow any oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Rental Equipment or Goods or (if there are none) good trade practice regarding the same, (iii) the Company alters or repairs such Rental Equipment or Goods without the written consent of the UNIVERSAL INSPECTION ; (iv) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or (v) the Deliverables differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements. This Condition 23 sets out the Company's exclusive remedy and UNIVERSAL INSPECTION's sole obligation in the event of a breach of the warranties the conditions specified in Section B.2, Section C.8) and Section D.11) is as set out in this clause 23.
24. **Liability.** Nothing in the contract limits any liability which cannot legally be limited, including liability for death, personal injury or fraud. UNIVERSAL INSPECTION shall not be liable to the Company, whether in contract, tort (including negligence), misrepresentation, restitution or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the contract. The maximum liability of UNIVERSAL INSPECTION to the Company under or in respect of this contract shall be limited to the Price payable in respect of the Deliverables by the Company under this contract, whether or not invoiced to the Company. The amounts awarded or agreed to be paid by UNIVERSAL INSPECTION under clauses 18 and 20 above and clause 25 below shall count towards the cap on UNIVERSAL INSPECTION, but shall not apply to liability in respect of death and personal injury or fraud. This clause shall survive termination of the Contract.
25. **IPR.** UNIVERSAL INSPECTION grants to the Company and its end client a royalty-free, non-exclusive, non-transferable licence to use UNIVERSAL INSPECTION's background intellectual property rights as required for the delivery of and / or performance of the Deliverables or the use of such Deliverables in accordance with the terms of these Conditions. All intellectual property rights in or arising out of or in connection with the Deliverables (other than any materials provided by the Company) shall be owned by UNIVERSAL INSPECTION. UNIVERSAL INSPECTION hereby indemnifies the Company from and against any and all liability (other than indirect or consequential losses) for infringement of the intellectual property rights of any third party associated with the provision of Goods or Rental Equipment to the Company except to the extent that such products have been modified at Company's request, manufactured to Company's specification, or result of use of any Company provided materials or equipment, and provided the Company uses all reasonable efforts to mitigate any losses or liability arising from any such claim. Nothing herein contained shall entitle the Company, or any end user, to assert any claim of any nature whatsoever in respect of the patent rights, copy right, trademarks, intellectual or other property rights in respect of the Deliverables designed or provided by UNIVERSAL INSPECTION.
26. **Force Majeure.** Neither Party shall have any liability or responsibility for failure to fulfil any obligation under this contract so long as, and to the extent that, the fulfilment of such obligation is prevented, hindered or delayed as a consequence of events, circumstances or causes beyond its reasonable control (a "**Force Majeure Event**"). In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for a continuous period of three (3) months or more, the party not affected may terminate the contract by giving thirty (30) days' written notice to the affected party.
27. **Termination.** Without prejudice to any other rights or remedies it may have, either party may terminate this contract with immediate effect by giving written notice if (i) the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within sixty (60) days after receipt of notice in writing to do so; (ii) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; (iii) enters into administration, liquidation, bankruptcy or suffers an insolvency event (or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction), or (iv) the Company's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the contract has been placed in jeopardy. In addition, and without affecting any other right or remedy available to it, UNIVERSAL INSPECTION may terminate the contract with immediate effect by giving written notice to the Company, if the Company fails to pay any amount due under the contract on the due date for payment and fails to rectify any such failure within 15 (fifteen) business days of receiving such notice from the Company.
28. The termination of this contract (however so arising) will not affect any accrued rights of either party, including any right to receive any payments due but unpaid before expiration or termination. Any provision of the contract that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.
29. **General.** The Company shall not, without prior written consent of UNIVERSAL INSPECTION, assign, transfer, or sub-contract any of its rights or obligations under this contract. UNIVERSAL INSPECTION may at any time assign, transfer, subcontract, novate or deal in any other manner with any or all of its rights and obligations pursuant to this contract.
30. If UNIVERSAL INSPECTION subcontracts the performance of any or all of its obligations under this agreement to a member of the HVG Holding BV (NL), it shall immediately resume the performance of such obligations on such company ceasing to be a member of the HVG Holding BV, or delegate the performance of such of its to such other member of the HVG Holding BV as it may nominate.

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31. UNIVERSAL INSPECTION will remain primarily responsible for any subcontractors it appoints in relation to the supply or performance of the Deliverables and ensure any such subcontractor complies with these Conditions (unless otherwise agreed in writing).
32. These Conditions do not give rise to any rights under the Contract (Third Party Rights) (Scotland) Act 2017 for any third party to enforce or otherwise invoke any term of this contract.
33. In the event any provision or part-provision of the contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the contract. If any provision or part provision of the contract is deemed deleted under this clause 33 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the commercial result of the original provision.
34. No failure or delay by a party to exercise any right or remedy provided under the contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
35. Nothing in this contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.
36. These Conditions, together with any Quotation and Acknowledgement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
37. Except as set out in these Conditions, no variation of the contract shall be effective unless it is agreed in writing by the parties.
38. The contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of Scotland. Each party irrevocably agrees that the courts of Scotland shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the contract or its subject matter or formation.
39. The Company agrees not to participate in or to engage in one or more of the following acts: (i) incite, convince or otherwise encourage any employee of UNIVERSAL INSPECTION to leave his position; or (ii) incite, convince or otherwise encourage any employee, consultant, subcontractor or service provider of UNIVERSAL INSPECTION to stop meeting some or all of his professional obligations to his employer; (iii) solicit an employee from UNIVERSAL INSPECTION to hire him. This ban is valid regardless of the specialisation of the person in question. This commitment remains valid throughout the duration of performance of the Contract and its effects shall survive for a period of two (2) years as of expiration thereof. If this obligation is violated, the Company must pay UNIVERSAL INSPECTION an indemnification equal to twelve (12) times the gross monthly pay of the person in question in the compensation. This indemnification shall be considered a discharge from any claim concerning the aforementioned violation of the obligation.

B. Particular Terms and Conditions for the Provision of Services

1. "**Services**" shall mean the services (including any Rental Equipment and / or Goods) to be provided by UNIVERSAL INSPECTION to the Company as specified in the Quotation.
2. UNIVERSAL INSPECTION shall supply the Services to the Company in accordance with the Quotation (and, where applicable, any specification detailed therein) in all material respects and warrants that the Services will be provided using reasonable care and skill.
3. UNIVERSAL INSPECTION shall use commercially reasonable endeavours to meet any performance dates for the Services specified in the Quotation, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
4. UNIVERSAL INSPECTION reserves the right to amend the Services specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and UNIVERSAL INSPECTION shall notify the Company in any such event.
5. UNIVERSAL INSPECTION shall only carry out tests on the Rental Equipment or Goods which are specified in the Quotation (if any). Such tests and inspections shall take place under UNIVERSAL INSPECTION's standard testing arrangements, or under such other testing arrangements agreed in writing between the parties.
6. UNIVERSAL INSPECTION shall not be liable for any delay in delivery of any Deliverables that is caused by (i) a Force Majeure Event; or (ii) the Company's failure to provide UNIVERSAL INSPECTION with adequate instructions that are relevant to the supply of the Deliverables.
7. The provision of any Rental Equipment or Goods in the supply of Services shall be subject to Section C and D below.

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8. UNIVERSAL INSPECTION shall provide all personnel and supervision necessary to perform the Services detailed the Quotation. UNIVERSAL INSPECTION personnel shall be appropriately skilled and qualified for the work that such personnel will perform and will have been medically examined and pronounced fit for working offshore and shall have required offshore survival and firefighting certificates.
9. Payment for Rental Equipment and / or Goods utilised by UNIVERSAL INSPECTION in the performance of the Services shall be calculated in accordance with Section C (clauses 10 to 13) and Section D (clause 10) respectively. Payment for personnel shall be calculated on an hourly rate from the time and date that such personnel depart their normal work location whether in the country of operations or elsewhere until return of such personnel to their point of departure (unless otherwise specified in the Quotation). Personnel required at 'offsite' locations for meetings, preparation, or courses will be charged at typical offshore rate.
10. All third party services out with normal agreed contract rates will be subject to agreement in writing between the parties but with a minimum ten percent (10%) administration charge.
11. The Company shall, if applicable, be responsible for obtaining all necessary customs clearances and any other permits required in respect of the importation/exportation of UNIVERSAL INSPECTION Rental Equipment or Goods into and from the country of operations.

C. Particular Terms and Conditions for Rental of Equipment

1. "**Rental Equipment**" shall mean all equipment, materials, spares, parts and / or other property of UNIVERSAL INSPECTION (other than Goods) to be hired by the Company from UNIVERSAL INSPECTION as specified in the Quotation.
2. The hire of Rental Equipment shall, except as hereinafter provided, continue for the period from delivery to the Company (as specified in Section C.4) until return of the Rental Equipment to UNIVERSAL INSPECTION operational base from which the Rental Equipment was originally delivered, unless an alternative location for delivery and return of Rental Equipment is specified in the Quotation (the "**Hire Period**").
3. The delivery date of the Rental Equipment shall be as specified in the Quotation or, if not specified in the Quotation, shall be subject to agreement between the Company and UNIVERSAL INSPECTION. UNIVERSAL INSPECTION will use commercially reasonable efforts to meet any dates specified in the Quotation, but any such dates shall be estimates only and the time of delivery is not of the essence.
4. The Company shall provide and shall be responsible for the collection and delivery of the Rental Equipment to and from UNIVERSAL INSPECTION operational base in the country of operations, unless otherwise specified in the Quotation. In the event that the Company fails to collect the Rental Equipment on the date specified, UNIVERSAL INSPECTION shall store the Rental Equipment at the Company's risk and expense. At the request of the Company, UNIVERSAL INSPECTION will, subject to reimbursement of costs incurred, organise delivery and/or collection of the Rental Equipment to/from the Company's designated base.
5. Rental Equipment shall be adequately packed in baskets or containers, or shall be palletised and protected to withstand transit and short-term storage in the manner specified in the Quotation.
6. All Rental Equipment provided by UNIVERSAL INSPECTION (including in connection with any Services) will, at all times, remain the property of UNIVERSAL INSPECTION. Risk in the Rental Equipment will pass upon delivery. The Rental Equipment shall be deemed delivered when the Rental Equipment leaves UNIVERSAL INSPECTION's operational base or the storage in transit or are put at the disposal of the Company and ready for shipment.
7. Pre-hire surveys of the Rental Equipment will be undertaken by independent inspection authorities at the Company's request and cost and the Company must immediately intimate to UNIVERSAL INSPECTION in writing any faults or defects in the Rental Equipment revealed thereby. Otherwise, the Company is responsible for examining and inspecting the Rental Equipment (and any packaging) prior to delivery. If such surveys are not requested the Rental Equipment shall be deemed to be in good order and condition and to the Company's satisfaction on delivery.
8. UNIVERSAL INSPECTION shall ensure that on delivery (and for a period of 6 months thereafter) all Rental Equipment is fully certified, conform with their description (or any specification in the Quotation), meets all applicable legislation, relevant governmental and generally accepted standards and is free from material defects in design, material and workmanship.
9. During the Hire Period, the Company shall (i) hold the Rental Equipment and / or other property of UNIVERSAL INSPECTION in safe custody at its own risk, as bailee and trustee for UNIVERSAL INSPECTION; (ii) only use the Rental Equipment in accordance with instructions provided by UNIVERSAL INSPECTION or in accordance with normal industry practice; (iii) keep the Rental Equipment in good condition and carry out routine maintenance on such Rental Equipment in accordance with instructions given by UNIVERSAL INSPECTION; and (iv) not mix or incorporate such Rental Equipment with any other goods, products or materials, or remove, deface or obscure any identifying mark or packaging on or relating to the Rental Equipment.
10. Payment for Rental Equipment utilised by UNIVERSAL INSPECTION (including in the performance of the Services) shall be calculated from the time and date that such Rental Equipment leaves the UNIVERSAL INSPECTION base in the country of

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operations or such other location until return thereto. Rates for Rental Equipment are based on a daily basis (for example if Rental Equipment is delivered at 1pm and returned the following day at 12.59pm, this will be calculated as two (2) days.) The Company will be responsible for the carriage and delivery (based on Ex Works – Incoterms 2020 for deliveries and DDP – Incoterms 2020 for returns, unless agreed otherwise) and full insurance costs associated with all Rental Equipment supplied by UNIVERSAL INSPECTION during the Hire Period. Import duties and other taxes in the country of delivery or operations shall be borne by the Company.

11. In the event of breakdown of the Rental Equipment, the Company shall return the Rental Equipment to UNIVERSAL INSPECTION and UNIVERSAL INSPECTION shall, at the Company's request, endeavour to provide substitute Rental Equipment. The rental charges shall be suspended from the time and date of failure of the Rental Equipment until such time as the Rental Equipment is repaired or replaced. All costs of repair of Rental Equipment, unless due to the default or acts or omissions of UNIVERSAL INSPECTION, be borne by the Company.
12. Upon expiry of the Hire Period the Company shall return the Rental Equipment to UNIVERSAL INSPECTION in its original state and condition. The costs of post rental inspection repair and/or redress of the Rental Equipment shall be borne by the Company unless otherwise specified in the Quotation.
13. In the event that the Rental Equipment is lost or damaged beyond repair whilst in the care, custody or control of the Company then the Company shall reimburse the replacement costs new of such Rental Equipment. Where a "lost-in-hole" charge is specified in the quotation such charge shall be paid in full. Company shall insure, or shall self-insure, the Rental Equipment whilst in the care, custody or control of the Company.

D. Particular Terms and Conditions for the Sale of Goods

1. "Goods" shall mean the materials, equipment, parts or products and / or permanently installed products sold to the Company by UNIVERSAL INSPECTION as specified in the Quotation.
2. These Conditions shall continue for the period necessary to ensure delivery to and acceptance of the Goods by the Company.
3. Goods shall, unless specified in the Quotation, be delivered to the Company on an Ex-Works basis at the UNIVERSAL INSPECTION location specified in the Quotation, in accordance with Incoterms 2020 published by the International Chamber of Commerce, Paris. In the event that Goods are to be delivered on a basis other than Ex-Works all costs, risk and obligations shall be borne by the Company as set out in the applicable category of Incoterms 2020 specified in the Quotation or Acknowledgement.
4. The delivery date of the Goods shall be as specified in the Quotation or, if not specified in the Quotation, shall be subject to agreement between the Company and UNIVERSAL INSPECTION. UNIVERSAL INSPECTION will use commercially reasonable efforts to meet any dates specified in the Quotation, but any such dates shall be estimates only and the time of delivery is not of the essence. In the event that the Company fails to collect the Goods on the date specified, UNIVERSAL INSPECTION shall be entitled to store the Goods at the Company's risk and expense. The Goods shall be deemed delivered when the Goods leave the works or the storage in transit or are put at the disposal of the Company and ready for shipment.
5. The designated delivery location of the Goods shall be as specified in the Quotation or, if not specified in the Quotation, shall be at UNIVERSAL INSPECTION base in the country of operations. The Company will be responsible for the carriage associated with the delivery of all Goods supplied by UNIVERSAL INSPECTION, based on Ex Works – Incoterms 2020 for deliveries and DDP – Incoterms 2020 for returns, or by the applicable version of the Incoterms valid on the delivery date unless agreed otherwise. Import duties and other taxes in the country of delivery or operations shall be borne by the Company.
6. The Company shall provide and shall be responsible for the collection and delivery of the Goods to and from UNIVERSAL INSPECTION operational base, unless otherwise specified in the Quotation. Goods shall be adequately packed, palletised and protected to withstand transit and short-term storage in the manner specified in the Quotation. A packing note shall be enclosed in the package. Where Goods are delivered Ex-Works packaging and transport shall be for the account of and/or organised by the Company. At the request of the Company, UNIVERSAL INSPECTION will, subject to reimbursement of costs incurred, organise delivery to and/or collection of the Goods to/from the Company's designated base.
7. UNIVERSAL INSPECTION shall not be liable for any delay in delivery of any Goods that is caused by (i) a Force Majeure Event; or (ii) the Company's failure to provide UNIVERSAL INSPECTION with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
8. The Company is responsible for examining and inspecting the Goods (and any packaging) prior to delivery.
9. Title to the Goods, shall remain with UNIVERSAL INSPECTION and shall only pass to the Company following payment of the Price and all other sums due from the Company in accordance with these Conditions.
10. Payment for the Goods shall be paid in accordance with Section A (clause 8) above. The Company shall, in respect of any taxes of any nature whatsoever incurred, due or owing by the Company or UNIVERSAL INSPECTION in the country of delivery of the Goods, indemnify and hold harmless UNIVERSAL INSPECTION against any claims, penalties, expenses, liabilities, costs

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(including legal costs) made or assessed against, or incurred by, UNIVERSAL INSPECTION arising out of or in connection with the sale and purchase of the Goods.

11. UNIVERSAL INSPECTION shall ensure that on delivery (and for a period of 6 months thereafter) all Goods are fully certified, conform with their description (or any specification in the Quotation), meet all applicable legislation and relevant governmental standards; and are free from material defects in design, material and workmanship.
12. BZ 5-3