

STANDARD EQUIPMENT RENTAL TERMS AND CONDITIONS

1 DEFINITIONS AND INTERPRETATION

1.1 Terms set out in the Key Terms apply hereto. In addition, the following terms shall have the following meanings:

"**Applicable Laws**" means the requirements of SOLAS (the International Convention for Safety of Life at Sea 1974) and/or ETSO (the European Technical Standard Order Commission Regulation (EU) No 748/2012 of 3 August 2012), as amended from time to time.

"**Business Day**" means any day which is not a Saturday, Sunday or a bank or public holiday in the country where HELIPPE is established.

"**Collection**" means the collection of the Equipment by HELIPPE before the Service.

"**Control**" means that a person possesses, directly or indirectly, the power to direct or cause the direction of the affairs and policies of the other person (whether through the ownership of share capital, possession of voting power, ability to appoint directors, contract or otherwise) and "**Controlled**" shall be interpreted accordingly.

"**Equipment(s)**" means the Equipment that are to be rented to the HIRER by HELIPPE and which are specified in the Schedule.

"**Exchange**" means the exchange of the Equipment, as described in Conditions 2 and 3.

"**Export Controls and Sanctions Laws**" means any applicable export control, trade or economic sanctions, embargo or similar laws, regulations, rules, licences, orders or requirements including without limitation those of the U.K., U.S. and the EU.

"**Force Majeure**" means any event outside the reasonable control of either Party affecting its ability to perform any of its obligations (other than payment) under the Agreement including but not limited to act of God, fire, flood, war, act of terrorism, riot, strikes (except in the work force of the affected Party), lock-outs or other industrial action.

"**Group**" means in relation to any company, that company and every subsidiary or holding company of that company or a subsidiary or holding company of any such subsidiary or holding company (in each case from time to time).

"**Helippe**" means the entity identified as the supplier of the Equipment on the in an acknowledgement of order or rental agreement and who is a company within the Group of Survitec Group Limited (Registered No. 00905173), whose registered office is at Aviator Industrial Park, Eric Fountain Road, Ellesmere Port, England, CH65 1AX, including Helippe ApS (Registered No. 37829188) whose registered office is at Vesterhavsgade 145, 6700 Esbjerg, Denmark.

"**Hirer**" means the person(s), firm or company identified as the hirer on the acknowledgement of order who hires the Equipment from the Company.

"**Indemnity Losses**" means any claims, demands, suits, proceedings, costs (including reasonable costs, fees and expenses arising from dispute resolution or legal proceedings), expenses, damages, penalties, fines and losses whatsoever.

"**Initial Delivery**" means the delivery of the Equipment by HELIPPE, as described in Conditions 2 and 3.

"**Intellectual Property**" means any patent, copyright, right in databases, moral right, right in design, trademark, service mark or trade name, image right, right in an invention, right relating to passing off, domain name, know-how, utility model and all similar or equivalent rights in each case whether registered or not.

"**Manufacturer**" means the manufacturer of the Equipment.

"**Party**" or "**Parties**" means one or both of HELIPPE and the HIRER as the context requires.

"**Redelivery**" means the delivery of the Equipment by HELIPPE following completion of the Service.

"**Rental Charges**" means the charges specified in the Schedule.

"**Service**" means the periodic servicing of the Equipment as described in Conditions 2 and 3.

"**Start Date**" means the start date of the relevant Rental Term of the Equipment.

2 RENTAL OF EQUIPMENT AND DELIVERY

2.1 In order to rent the Equipment, the HIRER must contact HELIPPE to arrange rental of the needed Equipment.

2.2 HELIPPE delivers the Equipment to the HIRER no later than the date agreed to by the Parties.

2.3 HELIPPE will arrange all freight services for the Equipment and the HIRER will be charged by HELIPPE.

2.4 The Rental Term starts at the date of shipment of the Equipment from HELIPPE's location and the Rental Term ends when the Equipment has been returned to HELIPPE's location.

2.5 The Rental Term includes every commenced week, a week to commence at the day the Equipment leaves HELIPPE's location.

2.6 Unless specified in the Schedule, the HIRER is not obliged to rent a minimum amount of Equipment from HELIPPE.

3 THE EXCHANGE AND THE SERVICE OF THE EQUIPMENT

3.1 At the Initial Delivery, HELIPPE shall deliver the Equipment to the HIRER.

3.2 In respect of the Exchange or the Service of the Equipment, HELIPPE will notify the HIRER when Service is due at sixty (60) days, thirty (30) days and fourteen (14) days, as well as on expiry and thirty (30) days thereafter. Following the notifications, the HIRER will be responsible for arranging the Service, and the HIRER will have one (1) month from the delivery of the Exchange to return the Equipment to HELIPPE.

3.3 Unless otherwise agreed with HELIPPE due to HIRER's location and Service intervals, HELIPPE will arrange all freight services for the Service of the Equipment and the HIRER will reimburse HELIPPE for the related costs.

3.4 All Equipment returned to HELIPPE for Service or returned at the end of the Rental Term shall be examined by HELIPPE within two weeks. In the case of the Equipment needing repair, replacement or additional cleaning due to the HIRER's misuse of the Equipment, the HIRER shall be liable for any repair costs.

3.5 According to Applicable Laws, all repairs must be carried out by the Manufacturer or an approved service station. Therefore, HELIPPE will manage repairs by ensuring that repairs are carried out by the Manufacturer. The HIRER must cover the costs charged by the Manufacturer together with a handling fee. Moreover, HELIPPE will arrange for a carrier to perform the freight to and from the Manufacturer's repair site, and the HIRER must cover the carrier's market price of the freight in accordance with clause 2.3.

3.6 If the Equipment, due to the HIRER's misuse, is in a such condition that the Equipment cannot be repaired and the Equipment therefore must be discarded, the Equipment will be replaced at the HIRER's expense and charged at HELIPPE's standard price list. Likewise applies where the costs of repair would exceed the value of the Equipment. Rent paid by the HIRER will not be deducted in the compensation.

3.7 On receipt of returned Equipment, either for Service or at the end of the Rental Term, if at the sole discretion of HELIPPE it is determined that any Equipment requires additional cleaning, the HIRER will be charged an hourly rate of 550,00 DKK in addition to the Rental Changes.

4 OWNERSHIP OF THE EQUIPMENT

4.1 The Equipment shall remain the property of HELIPPE. The HIRER shall have no right, title or interest in or to the Equipment (save the right to possession and use of the Equipment per the Agreement).

4.2 During the Rental Term:

- (a) the HIRER shall hold the Equipment on a fiduciary basis as HELIPPE's bailee;
- (b) the HIRER shall ensure the Equipment are stored at its premises in a proper manner in conditions which adequately protect and preserve the Equipment; and
- (c) if any sum due to HELIPPE from the HIRER under the Agreement is not paid when more than three (3) months overdue, HELIPPE may at any time, on demand and without prior notice, require the HIRER to deliver the Equipment up to HELIPPE and HELIPPE (or HELIPPE's agents or employees) may enter the premises where the Equipment are situated (whether or not owned or controlled by the HIRER) to repossess the Equipment.

5 HIRER RISK AND INSURANCE

- 5.1 The risk of loss, theft, damage or destruction of the Equipment shall pass to the HIRER at the Start Date in respect to the Equipment. The Equipment subsequently provided, shall remain at the sole risk of the HIRER, and the HIRER shall, at its own expense, obtain and maintain appropriate insurance cover to protect against loss, theft or damage of the Equipment and against third party or public liability risks.
- 5.2 HIRER shall provide HELIPPE with evidence of insurance coverage upon request. If the HIRER fails to effect or maintain any of the insurances required under this Condition 5, HELIPPE shall be entitled to effect and maintain the same, pay such premiums as may be necessary for that purpose and recover the same as a debt due from the HIRER.
- 5.3 In respect of each Exchange, risk in the relevant Equipment shall pass to HELIPPE at the time of the Exchange, and risk in the replacement Equipment shall pass to the HIRER at the time of the Exchange. In respect of each Service, risk in the Equipment shall pass to HELIPPE on Collection of the Equipment and shall pass back to the HIRER on Redelivery of the Equipment.
- 5.4 The HIRER shall give immediate written notice to HELIPPE in the event of any loss, theft, damage or destruction of the Equipment.

6 HELIPPE WARRANTIES

- 6.1 HELIPPE warrants that at the Initial Delivery, and at each Exchange and Redelivery, all Equipment will be delivered with all necessary approvals, licenses and permits in accordance with the Applicable Laws.
- 6.2 HELIPPE warrants that each Service shall be carried out at a servicing facility which is authorised by the Manufacturer.
- 6.3 HELIPPE warrants that each Service shall be performed with all due skill, care and diligence and to such standard of high quality and performance as it is reasonable for the HIRER to expect from a fully qualified and experienced provider of such services and that it shall engage appropriately skilled and qualified employees or contractors.

7 HIRER RESPONSIBILITIES

- 7.1 The HIRER shall provide such assistance as HELIPPE requests in order to enable HELIPPE to perform its obligations pursuant to the Agreement.
- 7.2 During the Rental Term the HIRER shall be responsible for any loss of or damage to the Equipment or for any Exchange or for any Service in whole or in part which is required as a consequence of or arises out of any damage to the Equipment; except in case such occurs during the time between Collection and Redelivery of the Equipment when the Equipment is in the possession and control of HELIPPE.
- 7.3 During the Rental Term the HIRER shall ensure that:
 - (a) the Equipment are made available to HELIPPE to enable HELIPPE to carry out an Exchange or a Service to the Equipment;
 - (b) the Equipment is used only for the purposes for which it was designed, and is stored and operated by trained competent staff in accordance with all operating instructions provided by HELIPPE, if any;

- (c) all safety and usage instructions provided by HELIPPE are complied with so as to ensure that the Equipment are at all times safe and without risk to health when they are being used, cleaned or maintained by anyone under its control;
- (d) all written instructions and guidelines concerning the storage, application, installation, repair, maintenance and use of the Equipment are complied with;
- (e) no unauthorised servicing or repair or alteration to the Equipment will be carried out and no existing component(s) will be removed from the Equipment and no parts or accessories will be fitted without the prior written consent of HELIPPE;

7.4 The HIRER will refer its employees, contractors, to all instructions and guidelines provided by HELIPPE or the Manufacturer and shall ensure compliance with the obligations in Conditions 7.3(b).

7.5 In addition to any other remedy available to HELIPPE, the HIRER shall indemnify, defend and hold harmless HELIPPE, the members of HELIPPE's Group, and their respective directors, officers, employees, sub-contractors and agents in full and on demand (with no duty to mitigate their loss) from and against all direct or indirect liabilities, claims, demands, actions, proceedings, damages, losses, costs and expenses (including legal and other professional advisers' fees), interest, penalties made against or incurred or suffered by any of them howsoever arising as a result of the HIRER's failure to comply with its obligations set out in this Condition 7 or Conditions 2 and 3, whether or not such losses or the consequences of such failure were foreseeable at the date of the Agreement.

8 RETURN OR LOSS OF EQUIPMENT

- 8.1 If an end date of the Rental Term has not been agreed, the HIRER must contact HELIPPE when the HIRER no longer needs the Equipment.
- 8.2 The HIRER can arrange for or manage the return of the Equipment to HELIPPE or contact HELIPPE to arrange freight of the Equipment. All costs will be covered by the HIRER.
- 8.3 In the event that any Equipment is (i) lost, stolen, destroyed or damaged beyond repair whilst risk in the Equipment is with the HIRER or (ii) the HIRER has not returned the Equipment within six (6) months of the end of the Rental Term, then the HIRER will be charged the full replacement cost of the Equipment.. Under no circumstances will HELIPPE provide damaged equipment or equipment which it considers unsuitable for use.

9 RENTAL CHARGES AND PAYMENT

- 9.1 The Rental Charges in respect of the Equipment, and any additional charges, will be invoiced by HELIPPE to the HIRER as specified in the Schedule and in accordance with the Payment Terms in the Key Terms. The Rental Charges will be calculated on a monthly basis. For rental of the Equipment in up to seven days the HIRER will be charged the weekly price. For rental in more than seven days the HIRER will be charged the monthly price as set out in the Schedule.
- 9.2 In the event that the HIRER shall fail to make payment of any sums due in accordance with the terms of the Agreement, HELIPPE shall be entitled to either cancel or suspend, in whole or in part, its performance of the Agreement until arrangements as to payment or credit have been established to HELIPPE's satisfaction; and/or charge the HIRER interest calculated on a daily basis on all overdue amounts (before and after judgement) at the Prime Rate as set forth in the Wall Street Journal at the time such calculation is made from the date when payment became due until the overdue amounts are paid plus an DKK100 administration fee for each reminder sent.
- 9.3 The HIRER shall make all payments without deduction whether by way of set-off, withholding, counterclaim, discount, abatement or otherwise.
- 9.4 Notwithstanding any other provision, all payments payable to HELIPPE under the Agreement shall become due immediately upon termination of the Agreement for whatever reason.

10 FORCE MAJEURE

- 10.1 A Party shall not be in breach of the Agreement nor liable for any failure or delay in performance of any obligations (except as to payment) under the Agreement as a result of an event of Force Majeure, provided that such Party complies with the obligations set out in this Condition 10.
- 10.2 The Party affected by an event of Force Majeure shall immediately notify the other Party in writing of the event of Force Majeure and shall keep that Party fully informed of its continuance and of any change of circumstances whilst such event of Force Majeure continues.
- 10.3 The Party affected by the event of Force Majeure shall take all reasonable steps available to it to minimise its effects on the performance of its obligations under the Agreement.
- 10.4 If the event of Force Majeure continues for longer than ninety (90) days, then either Party may immediately terminate the Agreement by written notice to the other Party.

11 CONSEQUENCES OF TERMINATION

- 11.1 Notwithstanding any suspension, cancellation or termination of the Agreement, HELIPPE shall be entitled to submit invoices and the HIRER shall pay HELIPPE for all Rental Charges and payable up to and including the date of suspension, cancellation or termination.
- 11.2 On expiry or termination of this Agreement (for any reason whatsoever) the HIRER shall (at its sole cost, expense and risk) return the Equipment to HELIPPE in accordance with clause 8.
- 11.3 Any provision that expressly or by implication is intended to come into or continue in force on or after termination of the Agreement shall remain in full force and effect.

12 LIABILITY

- 12.1 This Condition and Conditions 7, 17 and 19 set out the entire liability of either Party arising under or in connection with the Agreement.
- 12.2 Nothing in the Agreement shall exclude or limit either Party's liability to the other for: (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; (c) for the indemnities set out in Conditions 7.5, 17.6 or 19.4; or (d) for any liability which cannot legally be limited or excluded.
- 12.3 Subject to Condition 12.2, HELIPPE shall not be liable, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise in connection with the Agreement for any loss of profits, loss of anticipated savings or loss of business (in each case whether direct or indirect, or for any indirect, special or consequential loss or damage howsoever arising)
- 12.4 Subject to Condition 12.2 above, HELIPPE shall not be liable for defects or faults in the Equipment arising from the HIRER's use or maintenance or possession of the Equipment in breach of its obligations under the Agreement.
- 12.5 Subject to Condition 12.2 above, HELIPPE shall not be liable for any loss (including loss of profit), costs, damages, charges or expenses caused by or otherwise incurred by the HIRER (whether directly or indirectly) as a result of any delay in the provision of the Initial Delivery, nor will any delay entitle the HIRER to terminate or rescind the Agreement.
- 12.6 Subject to Condition 12.2, HELIPPE's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise in connection with the Agreement shall in no event exceed one hundred percent (100%) of the total Rental Charges paid or payable (had the Agreement not been breached) under the Agreement:

13 SAFETY AND RECALL

- 13.1 If HELIPPE notifies the HIRER in writing of any defect in the Equipment or an Exchange or Service previously performed at any time, or any error or omission in the instructions for the use and/or installation of the Equipment which exposes or may expose consumers to any risk of death, injury or damage to property, the

HIRER shall co-operate fully and promptly with any steps taken by HELIPPE under Condition 13.2.

- 13.2 HELIPPE may at its discretion recall any Equipment (whether for a refund or credit or for replacement of the Equipment at HELIPPE's option) and/or issue any written or other notification to the HIRER about the manner of use or operation of the Equipment and/or offer to re-perform an Exchange or Service previously provided to the HIRER.

14 SUBCONTRACTING, ASSIGNMENT AND THIRD PARTY RIGHTS

- 14.1 Subject to Condition 14.2, neither Party shall be entitled to assign, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under the Agreement or any part of it (except to another member of its Group) without the prior written consent of the other.
- 14.2 HELIPPE may assign, charge or transfer any of its rights or obligations under the Agreement or any part of it in connection with any sale, transfer or other disposition of part or all of its business or assets but only if the assignee assumes all of HELIPPE's rights and obligations.
- 14.3 HELIPPE may, without the consent of the HIRER, subcontract any or all of its rights and obligations under the Agreement as it in its absolute discretion sees fit. HELIPPE will, however, continue to remain liable to the HIRER for the performance of all of its rights and obligations under the Agreement.
- 14.4 A person who is not a Party to the Agreement (including any employee, officer, agent, representative or sub-contractor of either Party to the Agreement) has no rights to enforce any provisions of the Agreement.

15 EXPORT TERMS

- 15.1 Each Party shall comply with all Export Control and Sanctions Laws that are applicable to it in the performance of the Agreement and shall not do anything to cause the other Party to be in breach of Export Control and Sanctions Laws.
- 15.2 The HIRER shall be solely responsible for complying with any legislation or regulations governing the HIRER's obligations in the Agreement as well as any legislation or regulations which relate to the importation, use sale, transport or storage of the Equipment in the country of destination.
- 15.3 The HIRER shall provide to HELIPPE upon request information may require so as to ensure its compliance with Export Control and Sanctions Laws.
- 15.4 The HIRER shall indemnify and hold HELIPPE harmless from and against any and all Indemnity Losses arising from the HIRER'S breach of Conditions 15.1 to 15.5.
- 15.5 If HELIPPE, in its sole discretion, determines that performance of any obligation under the Agreement (in full or in part) would be in violation of Export Control and Sanctions Laws (including as a result of a delay in or refusal of any export licence or as a result of the HIRER, or managers or a person having ownership or Control of any of them being designated as a sanctioned person, or which might otherwise give rise to a violation of Export Control and Sanctions Laws), then HELIPPE may at its option and without being liable for any damages or costs of any kind, either suspend performance and/or terminate the Agreement.

16 NOTICES

- 16.1 Unless specified otherwise in the Agreement, all notices between the Parties about the Agreement must be in writing and delivered by hand or sent by pre-paid first-class post or prepaid international air postal service or email to the persons at the addresses detailed in the Key Terms or such other addresses as shall be notified by one Party to the other in accordance with this Condition 16.
- 16.2 Notices shall be deemed to have been received if sent by pre-paid first class post domestic delivery service, two (2) Business Days after posting; if sent by pre-paid international air postal service, five (5) Business Days after posting; if delivered by hand, on the day of delivery provided delivery is between 9.00am and 5.00pm on a Business Day and in all other circumstances the first Business Day after delivery; and .if sent by email, at the time the email is sent, provided this is between 9.00am and 5.00pm on a Business Day

and in all other circumstances at 9.00am on the first Business Day after the email is sent.

- 16.3 To prove service of any notice delivered by hand or sent by pre-paid first-class post or prepaid international air postal service it shall be sufficient to show that the same was properly addressed and delivered in the manner set out in this Condition 16 and by email it shall be sufficient to show that the same was dispatched in a legible and complete form to the correct email address without any error message.

17 COMPLIANCE

- 17.1 Each Party shall comply with all applicable laws relating to anti-bribery and anti-corruption including but not limited to the US Foreign Corrupt Practices Act 1977 and shall have, maintain in place and enforce its own policies and procedures to ensure compliance with any anti-bribery and anti-corruption legislation.
- 17.2 Each Party shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force.
- 17.3 The Parties represent and warrant that they shall comply with all applicable taxation laws and shall not commit an offence of cheating the public revenue or an offence consisting of being knowingly concerned in, or in taking steps with a view to, the fraudulent evasion of a tax by itself or any other person.
- 17.4 Either Party may terminate the Agreement immediately upon written notice to the other Party where it determines in good faith that the other Party has breached this Condition 17, and each Party shall indemnify the other Party from all damages, penalties, fines and/or costs of any kind arising from, or relating to, any breach of this Condition 17.

18 GENERAL

- 18.1 Both Parties shall keep the Agreement and its contents confidential.
- 18.2 Any Intellectual Property created by HELIPPE in the course of the performance of the Agreement or otherwise in the manufacture of the Equipment shall remain HELIPPE's property. Nothing in the Agreement shall be deemed to have given the HIRER a licence or any other right to use any of the Intellectual Property of HELIPPE.
- 18.3 Nothing in the Agreement shall create or be deemed to create a partnership or joint venture or relationship of employer and employee or principal and agent between the Parties.
- 18.4 The rights and remedies of either Party in respect of the Agreement shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time by such Party to the other nor by any failure of, or delay in ascertaining or exercising any such rights or remedies. The waiver by either Party of any

breach of the Agreement shall not prevent the subsequent enforcement of that provision and shall not be deemed to be a waiver of any subsequent breach of that or any other provision.

- 18.5 If at any time any part of the Agreement is held to be or becomes void or otherwise unenforceable for any reason under any Applicable Law, the same shall be deemed omitted from the Agreement and the validity and/or enforceability of the remaining provisions of the Agreement shall not in any way be affected or impaired as a result of that omission.
- 18.6 The Parties acknowledge that the Agreement has not been entered into wholly or partly in reliance upon any warranty, statement, promise or representation by the other Party and neither the HIRER nor HELIPPE shall have any liability to the other Party for any pre-contractual statement or representation that is deemed to be a misrepresentation of the terms of the Agreement. Nothing in this Condition 18.6 will exclude any liability in respect of misrepresentations made fraudulently.
- 18.7 Save as expressly provided for in this Agreement, no amendment or variation to the Agreement shall be effective unless it is in writing and signed by the Parties.
- 18.8 The HIRER shall comply at all times with the United States Privacy Act, the Federal Trade Commission Act and any associated regulations or instruments and any other applicable U.S. data protection laws, regulations, regulatory requirements, guidance and codes of practice, and shall ensure that it has all appropriate rights and consents to pass personal data to HELIPPE for HELIPPE to process in accordance with the terms of the Agreement.
- 18.9 The express provisions of the Agreement are in place of all warranties, representations, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are hereby excluded by HELIPPE to the maximum extent permitted by mandatory law.

19 LAW AND JURISDICTION

- 19.1 The Agreement and any issues, disputes or claims arising out of or in connection with shall be governed by and be construed in accordance with the laws of the State of Delaware. All disputes or claims arising out of or in connection with the Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with such rules. Such arbitration shall take place in the Danish language in Denmark. The seat of arbitration shall be in Denmark.
- 19.2 The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods 1980 (Vienna Convention) shall not apply to the Agreement.