

## Terms and Conditions for Rental

### 1. GENERAL

The terms and conditions outlined below (these “**Terms**”) and the relevant quotation enclosed hereto (“**Quotation**”) (collectively, this “**Agreement**”) shall govern the hire of plant and equipment described in the Quotation (“**Equipment**”) by **AMOS SUPPLY PTE LTD** or any of its affiliates as stated in the Quotation (hereinafter called the “**Company**”) to any other firm, organization or party as stated in the Quotation (hereinafter called the “**Hirer**”), to the exclusion of any other terms that the Parties may seek to impose by trade, custom, practice or course of dealing. The Hirer waives any right it might otherwise have against the Company to rely on any term endorsed upon, delivered with or contained in any document (including but not limited to any purchase order provided by the Hirer to the Company for the rental of the Equipment) that is inconsistent with these Terms.

### 2. ACCEPTANCE OF ORDERS

This Agreement shall be deemed to be accepted by the Hirer at the earliest of any of the following actions by the Hirer, at which point this Agreement shall become effective: (a) issuance of a written order confirmation or acceptance of the Quotation; (b) making payment for the rental of the Equipment (or any part thereof), whether in full or in part; or (c) accepting or taking delivery of the Equipment. Any variations to this Agreement will not be accepted by the Company, unless the variation is requested in writing by the Hirer (“**Variation Request**”) and confirmed in writing by the Company. The Company retains sole and absolute discretion whether to accept the Variation Request.

### 3. CANCELLATION OF ORDERS

Cancellation of orders by the Hirer after acceptance of the order by the Company will not be valid unless the cancellation is requested in writing by the Hirer (“**Cancellation Request**”) within 14 days of acceptance. Cancellation charges in these cases will be based on the cost accrued to the Company at the time of the cancellation plus 15% of the price stated in the Quotation.

### 4. RETENTION OF TITLE AND TRANSFER OF RISK

a) It is an essential condition that the title to the Equipment remains the property of the Company at all times (including during the Hire Period), and the Hirer shall have no right, title or interest in or to the Equipment (save the right to possession and use of the Equipment subject to these Terms). The Hirer shall not, without the prior written consent of the Company, part with control of, sell, offer for sale, assign, transfer, or sub-lease the Equipment, or allow the creation of any mortgage, charge, lien or any other encumbrance or security interest in respect of any or all of the Equipment at any time during the Hire Period and any further term during which the Equipment is in the possession, custody or control of the Hirer.

- b) The risk of loss, theft, damage or destruction of the Equipment shall pass to the Hirer on delivery. The Equipment shall remain at the sole risk of the Hirer during the Hire Period and any further term during which the Equipment is in the possession, custody or control of the Hirer (“**Risk Period**”) until such time as the Equipment is redelivered to the Company. During the Hire Period and the Risk Period, the Hirer shall, at its own expense, obtain and maintain in respect of the Equipment such insurance policies as reasonably required or with a coverage of such risks as the Company may from time to time specify in writing.

## 5. HIRER'S RESPONSIBILITIES

- a) The Hirer shall be responsible for the logistical arrangement for the Equipment which includes the collection and return arrangement from door to door. Should the Equipment require to be exported and subject to applicable laws, it is the responsibility of the Hirer to do all things necessary to apply for and obtain the required permits for such exportation and to qualify for any applicable exemption from the applicable tax regime (including but not limited to Singapore Goods and Services Tax (GST)). Subject to applicable laws, any export and/or import permits shall be made in the name of the Hirer instead of the Company as the shipper or importer.
- b) The Hirer undertakes throughout the Hire Period to keep the Equipment in good condition and working order at all times and will be responsible for any loss or damage to the same from whatever cause that may arise, notwithstanding that no fault can be imputed to the Hirer who shall promptly notify the Company in writing within 24 hours from the cause of the loss or damage, regarding the extent of the loss or damage. The Hirer will at the same time notify the Company as to how the loss or damage occurred.
- c) The Hirer shall be responsible to the Company for the full replacement cost of the Equipment or any part thereof which may be lost or stolen and for the full repairs cost, including parts, labour and overhead elements on items damaged during the Hire Period. This condition must be met by the Hirer in the first instance notwithstanding that any insurance claim or claim against third parties by the Company or the Hirer is pending.
- d) Any repairs made to the Equipment or any part thereof by the Hirer shall require a prior written approval of the Company and all expenses for repairs made to the Equipment shall be borne by the Hirer.
- e) The Hirer shall not alter or modify the Equipment without the written permission of the Company and all such alterations or modifications shall be undertaken at the Hirer’s cost and without right to claim any compensation or contribution against the Company. Upon termination of this Agreement, the Hirer shall be responsible for reinstating all Equipment back to its original condition at the Hirer’s expense, failing which the Company shall be entitled to restore the said Equipment to its original

condition and invoice the Hirer for all costs arising therefrom or in connection therewith.

- f) The Hirer shall fully and completely indemnify the Company in respect of any claims by any party whomsoever for loss, injury and damage to person or property caused by or in connection with or arising out of the use of the Equipment and in respect of all costs, expenses, levies and charges in connection herewith, whether arising under statute or common law. The Hirer shall cover this indemnity by insurance with a reputable insurer.
- g) The Hirer shall be responsible for compliance with all the laws and regulations applicable to the Equipment and to the work being performed by or in connection with the Equipment, and shall obtain all necessary permission for the use of the Equipment and the carrying out of the work being performed. The Hirer shall take such steps (including compliance with all safety and usage instructions provided by the Company) as may be necessary to ensure, so far as is reasonably practicable, that the Equipment is at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work).
- h) The Hirer shall be responsible for daily maintenance of the Equipment. Costs for such maintenance shall be borne solely by the Hirer.
- i) The Hirer shall be responsible for the provision of any fuel, lubricating oil and/or spare parts necessary throughout the Hire Period, and any costs incurred in relation thereto shall be solely borne by the Hirer.
- j) All of the Equipment shall only be used for the purposes for which it is made and operated in a proper manner in accordance with any operating instructions provided by the Company. Overloading is not allowed. Trained operators only shall operate the Equipment. It is the Hirer's responsibility to ensure that no malpractice takes place.
- k) The Hirer shall be responsible to provide minimum 3 working days advance notice to the Company prior to the return of the hired Equipment.
- l) Overtime or weekend arrangement for offloading of any returned Equipment shall be chargeable at the Company's overtime rate to the Hirer.
- m) The Hirer shall keep the Company fully informed of all material matters relating to the Equipment.
- n) The Hirer shall permit the Company or its duly authorised representative to inspect the Equipment at all reasonable times and for such purpose to enter upon the site in which the Equipment is held by the Hirer or any premises at which the Equipment may be located, and shall grant reasonable access and facilities for such inspection.

- o) The Hirer shall not, without the prior written consent of the Company, affix the Equipment to any land or building so as to cause the Equipment to become a permanent or immovable fixture on such land or building. If the Equipment does become affixed to any land or building then the Equipment must be capable of being removed without material injury to such land or building and the Hirer shall repair and make good any damage caused by the affixation or removal of the Equipment from any land or building and indemnify the Company against all losses, costs or expenses incurred as a result of such affixation or removal.
- p) The Hirer shall not do or permit to be done any act or thing which will or may jeopardise the right, title and/or interest of the Company in the Equipment and, where the Equipment has become affixed to any land or building, the Hirer must take all necessary steps to ensure that the Company may enter such land or building and recover the Equipment both during the term of this Agreement and for a reasonable period thereafter, including by procuring from any person having an interest in such land or building, a waiver in writing and in favour of the Company of any rights such person may have or acquire in the Equipment and a right for the Company to enter onto such land or building to remove the Equipment.
- q) The Hirer shall not suffer or permit the Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Equipment is so confiscated, seized or taken, the Hirer shall immediately notify the Company and the Hirer shall at its sole expense use its best endeavours to procure an immediate release of the Equipment and shall indemnify the Company on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation.
- r) The Hirer shall deliver up the Equipment at the end of the Hire Period or on earlier termination of this Agreement at such address as the Company requires, or if necessary allow the Company or its representatives access to the site in which the Equipment is held or any premises where the Equipment is located for the purpose of removing the Equipment.
- s) The Hirer shall ensure that at all times throughout the Hire Period, the Equipment remains identifiable as being the Company's property and wherever possible shall ensure that a visible sign to that effect is attached to the Equipment.
- t) The Hirer shall not use the Equipment for any unlawful purpose.

**6. CONDITIONS OF EQUIPMENT ON DELIVERY AND REDELIVERY**

- a) It is hereby expressly stated the Company gives no warranty as to the condition of the Equipment or any part thereof on delivery. Pre-hire surveys of the Equipment may be undertaken by independent inspection authorities approved by the Company at the Hirer's request and expense. The Hirer must immediately intimate to the Company in

writing any faults or defects in the Equipment revealed thereby. If such a survey is not requested, the Equipment shall be deemed fit for use to the Hirer's satisfaction, in good order and condition and suitable for the Hirer's purpose on delivery. The Hirer shall be deemed to have fully understood this Agreement and accepted the Equipment as being fit for its purpose upon signing of the Delivery Note by the Hirer. On return of the Equipment to the Company, a further independent inspection may be undertaken at the Hirer's request and expense.

- b) All Equipment will be prepared and made ready for loading, the cost of relevant slings will be charged as sale item (price List to be included in the Quotation).
- c) If the Company determines in its sole discretion after redelivery of the Equipment from the Hirer that any repairs to the Equipment (or any part thereof) are needed, the Company shall inform the Hirer in writing of the said damage within ten (10) days from the date of redelivery and the Seller shall reimburse the Company in full for any such repairs.

## **7. HIRE PERIODS**

- a) The Equipment shall be deemed to be on hire from the time it is collected or delivered on the Hirer's behalf from the Company's depot or place where last employed or from a date agreed by both parties. It shall continue to remain on hire until it is received back at the Company's depot or such other place specified in writing by the Company for return, in its original condition at commencement of hire, fair wear and tear accepted (collectively, the "**Hire Period**").
- b) All Equipment is hired for a minimum hire period of 7 days unless otherwise agreed in writing at the time of hire (including in the Quotation).

## **8. PRICING AND PAYMENT TERMS**

- a) All Quotations are valid for 30 (thirty) days from date of issue of the relevant Quotation unless otherwise stipulated.
- b) The Hirer shall be solely responsible for all transportation and insurance costs associated with the delivery and return of the Equipment, transport and handling arranged by the Company on behalf of the Hirer, insurance in relation to the Equipment to be maintained by the Hirer during the Hire Period and the Risk Period, and costs of crane and manpower used in executing the mobilization and demobilization of the Equipment or any part thereof from and into the Company's storage facilities.
- c) All sums payable to the Company under this Agreement shall be exclusive of goods and services tax (or value added tax or any other similar tax) and any other applicable taxes and/or duties under the applicable laws, which shall be payable by the Hirer at the rate and in the manner from time to time prescribed by applicable laws.

- d) All payment terms are net monthly, unless otherwise agreed in writing between the Parties. Payment by the Hirer shall be made with the currency indicated on the Quotation and such amount shall not be subject to any exchange rate fluctuations. All payments due under this Agreement shall be paid by the Hirer in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law), unless otherwise agreed between AMOS and the Hirer in writing.
- e) If the Hirer fails to make a payment due to the Company under this Agreement by the due date, then, without limiting the Company's any other remedies, the Hirer shall pay interest on the overdue sum at the rate of 1% per month accruing from the due date until the day full payment is made.

**9. LIABILITIES**

- a) The Company shall have the right, without prejudice to its other rights or remedies, to terminate or cancel or suspend the performance of this Agreement or any part thereof should the Hirer be in default of any of its obligations under this Agreement or should there be any amount due and unpaid by the Hirer under this Agreement or any other contract and said termination, cancellation or suspension shall entitle the Company to recover immediately possession of the Equipment hired and to enter upon the premises of the Hirer or any other premises in which any of the Equipment is located in order to recover the same.
- b) If the Company is at any time unable to perform its obligations for any circumstances beyond its control (as hereinafter defined) it shall be entitled on notice to the Hirer given within a reasonable time either to terminate or suspend this Agreement or any part of it without incurring any liability whatsoever to the Hirer. Without limitation, circumstances beyond the Company's control shall include war, civil commotion or insurrection strikes, lock-outs or other labour or industrial disputes, legislation whether by statute, regulations, instrument or order, earthquakes, fire flooding, tempest or abnormal weather conditions, breakdown or interruption of or disruption in supplies, plant, machinery or equipment or transport and all other occurrences or circumstances which prevent, hinder or delay the Company's performance of any of its obligations under this Agreement.
- c) Subject to applicable laws, the Company's aggregate liability for breach of this Agreement (including any liability for the acts or omissions of its employees, agents and/or subcontractors), whether arising in contract, tort (including negligence), misrepresentation or otherwise, shall in no circumstances exceed 30% of the aggregate amount paid by the Hirer to the Company within six (6) months immediately preceding the claim.
- d) This Agreement sets forth the full extent of the Company's obligations and liabilities in respect of the Equipment and its hiring to the Hirer. In particular, there are no conditions,

warranties or other terms, express or implied, including as to quality, fitness for a particular purpose or any other kind whatsoever, that are binding on the Company except as specifically stated in this Agreement. Any condition, warranty or other term concerning the Equipment which might otherwise be implied into or incorporated within this Agreement, whether by statute, common law or otherwise, is expressly excluded to the fullest extent permitted under applicable laws.

#### **10. GOVERNING LAW AND DISPUTE RESOLUTION**

- a) This Agreement is governed by the laws of the jurisdiction in which the entity issuing the Quotation is incorporated.
- b) Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (“SIAC”) in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“SIAC Rules”) for the time being in force, which rules are deemed to be incorporated by reference in this Clause. The seat of the arbitration shall be Singapore. The arbitral tribunal shall consist of one (1) arbitrator to be appointed by the President of the Court of Arbitration of the SIAC. The arbitration shall be conducted in the English language.

#### **11. MISCELLANEOUS**

- a) This Agreement contains the entire agreement between the Parties and supersedes any previous agreement or understanding (whether oral or written) between the Parties, and all prior representations, standard terms, negotiations and discussions between the Parties (including any written purchase orders provided by the Hirer to the Company for the rental of the Equipment).
- b) The failure or delay of a Party to this Agreement to exercise or enforce any right under this Agreement shall not be deemed to be waiver of that right nor operate to bar the exercise or enforcement of it at any time.
- c) Each Party to this Agreement agrees to perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution and delivery of) such further documents, as may be required by applicable laws or as may be necessary or desirable to implement and/or give effect to this Agreement.
- d) If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, the provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intention of the Parties. To the extent it is not possible to delete or modify the provision, in whole or in part, then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of this Agreement

and the legality, validity and enforceability of the remainder of this Agreement shall, subject to any necessary deletion or modification, not be affected.

- e) The Parties to this Agreement agree that any applicable rule requiring the construction of this Agreement or any provision hereof against the Party drafting this Agreement shall not apply.
- f) Any notice to be given by one Party to this Agreement to another Party to this Agreement in connection with this Agreement shall be in writing in English and signed by or on behalf of the Party giving it. It shall be delivered by hand, email, registered post or courier using an internationally recognised courier company at the addresses and addressed to the addressee stated in the Quotation or as otherwise specified by the relevant Party by notice in writing to the other Party.
- g) Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute any Party the agent of the other Party, or authorize any Party to make or enter into any commitments for or on behalf of the other Party.
- h) A person who is not a Party to this Agreement shall have no right to enforce or enjoy the benefit of this Agreement.