

## Rental General Terms and Conditions

**1. General:** As used herein, "Atlas Copco" means Atlas Copco Specialty Rental, which is a division within Atlas Copco (South-East Asia) Pte. Ltd. (Registration No.: 197901051R). "Customer" means the entity renting any compressor and/or other Equipment (collectively "Equipment") from Atlas Copco. This Rental General Terms and Conditions document is hereinafter referred to as these "Rental Terms". **ATLAS COPCO'S RENTAL OF EQUIPMENT TO CUSTOMER IS EXPRESSLY CONDITIONED ON CUSTOMER'S ASSENT TO THESE RENTAL TERMS. ANY ACCEPTANCE OF ATLAS COPCO'S OFFER IS EXPRESSLY LIMITED TO ACCEPTANCE OF THESE RENTAL TERMS. ANY CUSTOMER TERMS OR CONDITIONS WHICH ADD TO, VARY FROM, OR CONFLICT WITH THESE RENTAL TERMS ARE HEREBY EXPRESSLY OBJECTED TO.** Any order to rent Equipment from Atlas Copco shall constitute Customer's assent to these Rental Terms. In the event a separate written agreement covering rental terms and conditions has been negotiated and mutually signed by authorized representatives of Atlas Copco and Customer and such agreement is applicable to the particular rental, it shall take precedence (to the extent of inconsistencies) and these Rental Terms will be supplemental to such agreement. Quotations may be withdrawn by Atlas Copco at any time before receipt of Customer's acceptance.

**2. Equipment:** The Equipment hired to the Customer by Atlas Copco does not purport to be new stock or equal to new and all warranties whether oral implied or otherwise regarding the standard of such Equipment or its fitness for the Customer's use or any other matter are hereby expressly negated. However, when delivered to the Customer, all items are deemed to be in good order for normal workload working at the stated capacity and under normal conditions. Customer agrees that upon acceptance of receipt of the Equipment and upon signing the delivery note (including the Equipment condition report), it shall be deemed to have fully inspected and accepted the Equipment to be in good repair, condition and working order. Customer will, during the period in which the Equipment is in its possession, take all due care and will use the Equipment only in the conduct of its business, in a careful and proper manner and only for the uses the manufacturer intended and for industrial purposes. Customer will not part with possession of or sub-let the Equipment during the hire period. The Customer shall not make any material alterations to the Equipment without the prior written consent of Atlas Copco.

- (a) Customer acknowledges and accepts sole responsibility for the selection of the size, design, capacity and the suitability of all Equipment hired by it for its purposes.
- (b) Unless otherwise expressly provided for in this Rental Contract, the Customer shall be responsible for providing and shall bear the costs of any accessory Equipment necessary for the Customer's operations, and shall provide any necessary labour or assembly and disassembly of the Equipment and/or the accessories.
- (c) Customer shall also pay the cost of all electric power, fuels, or other expendable items consumed by or required for the operations of the Equipment.

**Atlas Copco shall have the right to:**

- (a) Prior to the commencement of the hire Period, substitute the Equipment with substantially similar Equipment in the event that the Equipment required by the Customer is not available for any reason whatsoever; and/or
- (b) at any time during the Hire Period remove and replace the Equipment with substantially similar Equipment for any reason whatsoever; and/or. In either case, Atlas Copco will notify the Customer in advance.
- (c) The acceptance of the Rental Contract by the Customer by way of the issue of the Purchase Order and signing the quote is subject to and conditional upon the availability of the Equipment. Where the Equipment is not available, Atlas Copco shall inform the Customer of such non-availability within 7 [seven] days of the rental start date.

**3. Ownership of Equipment:** Equipment and accessories supplied on hire are the property of Atlas Copco and remains so throughout the hire period. All Equipment will be deemed to be owned by Atlas Copco whether owned or not. Title to all Equipment hired shall at all times remain in Atlas Copco, and the Customer, at its own cost and expense, shall protect the title of Atlas Copco to such Equipment. Customer may not sub-rent, loan, assign, alter, or dispose of the Equipment. Customer may not tamper with, cover, remove, or deface any serial number, plate or marking (including but not limited to any Atlas Copco logo) on the Equipment. The Equipment is, and will at all times remain, personal property regardless of its use or manner of attachment to any personal or real property. Customer will keep the Equipment free and clear of all liens, levies, and encumbrances. Customer shall cooperate with Atlas Copco, and take whatever action is necessary for the proper protection of Atlas Copco's title to all Equipment hired and shall pay all costs, charges and expenses incident thereto. Atlas Copco may, upon reasonable notice, inspect the Equipment during regular business hours.

**4. Rental Period:** (a) Unless agreed otherwise in writing, the rental period will begin on the date of pick up by the Customer or shipment of the Equipment from Atlas Copco's facility until such time that such Equipment arrives back to the facility of origin, including the day of collection/delivery and return which shall be specified in this Rental Contract.

- (b) The return date for any Equipment may be extended if the Customer so requests and Atlas Copco consents to such extension.
- (c) Accidents, loss, theft or damage of the Equipment must be reported immediately by telephone and within 24 hours in writing to Atlas Copco facility from where the Equipment was rented. In the event of the Equipment being stolen from the Customer's job site, Customer shall promptly notify Atlas Copco in writing stating the full circumstances of the theft and the time the police were notified. Until such notification is received by Atlas Copco, the hiring charges will continue, and such charges are not in any way affected or to be abated by the operation of [section 10](#) below. Customer and its employees or agents must provide Atlas Copco and the public authorities with complete information and assistance in the investigation and prosecution of any matter arising from the accident, loss, theft or damage, including the immediate delivery of every process, pleading or paper relating to any claims, suits and proceedings, and must cooperate with Atlas Copco in all manners connected with any claims or suits.
- (d) Equipment subject to availability, acknowledgement of a PO does not guarantee or bind Atlas Copco Rental to supply the Equipment unless reserved against payment.

**5. Rental Rates; Payment; Fees:** For Non-Account Customers, all hire charges are to be paid in advance. For Account Customers, terms are net seven (7) days from the invoice date unless otherwise agreed to by Atlas Copco. The rental rates are indicated by Atlas Copco in its written quotation. Unless otherwise agreed to in writing, if Atlas Copco provides any service, service charges will apply. Amounts past due will bear interest at a monthly rate of 1.5% (18% per annum) at sole discretion of Atlas Copco. Customer agrees to indemnify and keep indemnified Atlas Copco against loss suffered and any costs incurred by Atlas Copco in connection with any action taken by Atlas Copco under [section 19](#) below, including without limitation of legal fees on an indemnity basis and debt collection agency fees.

In the event Atlas Copco's Equipment is not allowed into Customer's site during an agreed time for any reason beyond Atlas Copco's control, Customer shall pay any expenses incurred by Atlas Copco for wait time plus five percent (5%). It is expressly agreed that if the rental period exceeds twelve (12) calendar months, the rental rates are subject to a price escalation up to a maximum of 5% over the preceding rental rate, unless otherwise agreed to by the parties. Atlas Copco shall provide Customer with thirty (30) days written notice prior to any price escalation, which shall take effect on Customer's next billing cycle.

The rate specified in this Rental Contract for the Equipment is the basic hire sum for the Equipment and is payable whether the Equipment is being used or not.

All certifications fees payable in connection with the hire of the Equipment shall be borne by the Customer and are excluded from our quoted rates.

The company has the right to review the contract rates if major currency fluctuations arise against the USD or SGD (±10%)

**6. Delivery and Return of Equipment:** Unless otherwise agreed in writing, Customer will: (a) be responsible for all freight-related costs in both directions, (b) unload the Equipment from the carrier and install the Equipment, (c) un-install and load the Equipment onto the carrier, and (d) pay any and all applicable governmental fees and other ancillary charges related to transportation/delivery. Unless otherwise agreed in writing, Atlas Copco will select the carrier of the Equipment in both directions. Customer must contact Atlas Copco to request pick-up/return of the Equipment.

In case the quoted Equipment is not available, Atlas Copco reserve the right to provide an alternative of similar value, without granting a right to a price reduction or compensation for damages on the part of the Customer. In the event Customer returns the Equipment with less fuel than when the Equipment was delivered to Customer, Atlas Copco may charge a refueling fee. In the event the Equipment is not returned in a reasonably clean condition, Atlas Copco may charge a cleaning fee as well.

**7. Taxes:** Taxes are not included in any price or rate, unless the price or rate specifically lists the tax as a line item. Customer is responsible for all applicable taxes and shall comply with all laws and regulations relating to the Equipment or its use and shall promptly pay to the relevant authority when due all license fees, registration fees, assessments, charges and taxes (municipal, state and federal) except any taxes on Atlas Copco's income and governmental fees. If sales tax, use tax, or other taxes in addition to any listed specifically as part of the stated price or rate are imposed on Atlas Copco, Customer agrees to pay them or reimburse Atlas Copco and shall save the company harmless against actual or asserted violations, and shall pay all costs and expenses of every character, including attorneys' fees in connection therewith or arising there from.

This Clause 8 has effect notwithstanding any other clause in these Rental Terms and Conditions.

### **Atlas Copco (South-East Asia) Pte Ltd**

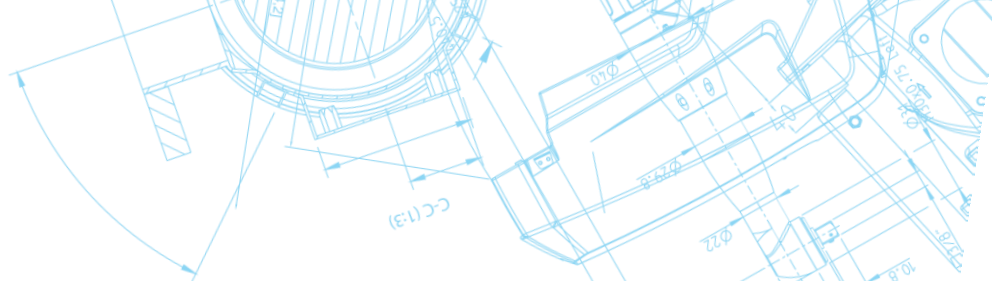
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GST No : M2-0033229-6





**8. Customer Insurance Obligations- Commercial General Liability insurance, etc.:** Customer shall at all times during the rental period, at its expense, have and maintain: (a) Commercial General Liability insurance in an amount not less than \$2,000,000 each occurrence for bodily injury and property damage property; (b) Automobile Liability insurance in an amount of \$2,000,000 combined single limit each occurrence; (c) Worker's Compensation insurance in accordance with applicable statutory law; (d) Employer's Liability insurance in an amount not less than \$1,000,000 for bodily injury each accident or disease. For each insurance policy, the insurer shall be a reputable insurance company and the coverage shall be primary, and non-contributory. In the event of a loss, Customer shall cooperate with Atlas Copco and Customer's insurer in the investigation, prosecution and defense of any claim or suit and shall do nothing to impair or invalidate the applicable coverage. Customer's insurance obligations do not limit its ultimate liability under these Rental Terms.

**9. Customer Insurance Obligations - Insurance for the Equipment:** In addition to the insurance coverages stated above in **Section 8**, Customer shall at its expense insure the Equipment throughout the Rental Period with a reputable insurance company in an amount not less than the retail replacement value of the Equipment, which shall be determined by Atlas Copco. At the time of rental, Customer must provide to Atlas Copco a certificate of insurance evidencing insurance coverage for the Equipment and naming Atlas Copco (South-East Asia) Pte. Ltd. as a loss payee and/or additional insured on said certificate. The coverage of the insurance shall include losses caused by theft, vandalism, fire, weather, Acts of God, acts or omissions of Customer, its employees or agents or third parties, and other risk of loss customarily insured against in a commercial property loss policy. Coverage shall be primary and non-contributory. In the event of a loss, Customer shall cooperate with Atlas Copco and Customer's insurer in the investigation, prosecution and defense of any claim or suit and shall do nothing to impair or invalidate the applicable coverage. Customer's insurance obligations do not limit its ultimate liability under these Rental Terms. Customer hereby irrevocably appoints Atlas Copco as its attorney to act on behalf of the Customer to make claim for and receive payment for loss or damage under any of the above required insurance policies. If Customer fails to provide the above-stated certificate of insurance for the Equipment at the time of rental, Customer will be charged with 'Damage waiver, in accordance with **section 10** below

**10. Damage Waiver:** IF CUSTOMER FAILS TO PROVIDE THE ABOVE-STATED CERTIFICATE, UNDER **SECTION 9** FOR INSURANCE OF THE EQUIPMENT AT THE TIME OF RENTAL, CUSTOMER WILL BE DEEMED TO HAVE ELECTED THE DAMAGE WAIVER AND AGREES TO PAY THE ADDITIONAL CHARGES FOR THAT IN ACCORDANCE TO BELOW

Atlas Copco will charge a premium for insurance for damage of the Equipment, and thereby agrees to waive its rights to claim from the Customer for loss of or damage to the Equipment in excess of the sum equal to 10% of the list price of the Equipment or \$20,000 (whichever is the greater) (the "Excess Waiver").

The Excess Waiver shall only apply to damage which is caused by fire, storm, earthquake, collision or theft, provided that in the case of theft, the Customer has

- notified Atlas Copco in accordance with **section 4(c)** above;
- supplied to Atlas Copco satisfactory evidence that the Equipment was held in a secure location; and
- promptly reported the theft to the police.

**For the avoidance of doubt, this waiver shall not apply in the following circumstances:**

- Subject to section 11(a) below, loss of or damage to the Equipment resulting from overloading, exceeding rated capacity, misuse, abuse, vandalism or improper servicing or lack of lubrication of the Equipment;
- Loss of or damage to the Equipment resulting from the Equipment being lost due to theft or otherwise where the Customer has failed to notify Atlas Copco in accordance with **section 4(c)** above, failed to supply Atlas Copco with satisfactory evidence that the Equipment was held in a secure location, and has failed to make a police report in time;
- Loss of or damage to the Equipment caused by misappropriation or wrongful conversion by the Customer, its employees, its agents or by any person to whom the Equipment is entrusted by the Customer;
- Loss of or damage to the Equipment caused by the use or operation of Equipment in contravention of any of the Rental Terms and Conditions;
- Loss of or damage to the Equipment caused by the use or operation of Equipment in violation of any statute or any regulation or any law thereunder;
- Loss of or damage to tools or accessories, including hoses, points, tools and electric leads;
- Loss of or damage to tyres, tubes and batteries or the like and other similar fittings;
- Loss of or damage to the Equipment occurring for any reason during the period of transportation of the Equipment (i) from the Atlas Copco's facility to the Customer's stipulated place of delivery, and (ii) back to the Atlas Copco's depot, (including but not limited to where such transportation is carried out over or on wharves, bridges, barges and vessels of all kinds); and (i) Loss of or damage to the Equipment, tools, accessories, tyres, tubes and batteries or the like and other similar fittings as a result of being partly or fully submerged or buried, occurring for any reason on the Customer's site whilst located, used, loaded, unloaded, transported on, over or adjoining liquids or materials such as but not limited to water, sand, rocks, etc.

**11. Service and Maintenance:** (a) At the Customer's own costs and expense, it is responsible for daily checks of batteries, oil and water levels, belts and tyres conditions, and generally maintaining the Equipment in good repair, condition, and working order (reasonable (as decided solely and completely in Atlas Copco's discretion) wear and tear excepted). The Customer shall also furnish any and all parts and labor required for that purpose.

(b) The continued use of Equipment after any malfunction which has become evident, or which would become evident if the Customer had not properly complied with its maintenance obligations, will be deemed to be abuse for the purpose of **section 10(a)** above and the Customer will be liable to Atlas Copco for any damage as a result of this continued use.

(c) The Customer shall notify Atlas Copco immediately if the Equipment is to be moved from the stated job site to another location for any reason whatsoever. Should the service mechanic call on the job site and the Equipment has been removed without prior notification, such a call will be charged for separately and in addition to actual hire charges.

(d) In the case of breakdowns, minor faults will be rectified where possible on the job site without delay. In the case of a major breakdown, the Equipment will be replaced with similar Equipment where possible at sole discretion of Atlas Copco.

(e) Atlas Copco reserves the right to enter upon any premises where its Equipment is on hire for the purpose of inspection.

Customer may not perform Equipment repairs. Customer may not install, store, operate, use, or maintain the Equipment improperly or in violation of any applicable law or regulation. Only properly trained authorized individuals, who are not under the influence of drugs or alcohol or otherwise impaired, may use, operate, and maintain the Equipment. Should the Equipment become unsafe, malfunction, or require repair, Customer must immediately cease the use and notify Atlas Copco. Customer shall provide Atlas Copco necessary access to the Equipment to perform required maintenance and/or to swap out the Equipment for proscribed service.

IN THE EVENT CUSTOMER FAILS TO COMPLY WITH THE PROVISIONS OF THIS SECTION, CUSTOMER AGREES TO INDEMNIFY AND HOLD ATLAS COPCO HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, EXPENSES, AND DAMAGES ARISING FROM THE FAILURE AND TO REIMBURSE ATLAS COPCO FOR ANY COSTS INCURRED TO REMEDY THE CONSEQUENCES OF SUCH FAILURE.

**12. Warranty:** Customer acknowledges that rented Equipment is in a **USED CONDITION**. Atlas Copco warrants that Equipment is delivered in a mechanically operable condition, and any services performed by Atlas Copco will be performed in a workmanlike manner. If Equipment or services do not meet the above-stated warranties, Customer will promptly notify Atlas Copco in writing and Atlas Copco will, at Atlas Copco's option, replace or repair the defective Equipment and re-perform the defective portion of service at Atlas Copco's sole discretion.

**THE ABOVE-STATED WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES (WRITTEN, ORAL, IMPLIED, OR OTHERWISE). ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY DISCLAIMED.** Correction of nonconformities as provided above set forth the exclusive remedies with respect to the quality of or any defect in any Equipment or service.

**Atlas Copco (South-East Asia) Pte Ltd**

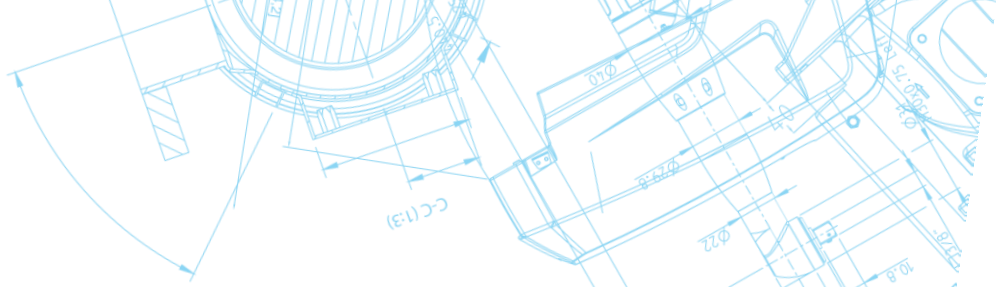
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**13. Remote Monitoring:** Atlas Copco may install remote data monitoring devices for the Equipment, and/or use the Equipment's existing remote data monitoring devices (if any). Atlas Copco (and/or certain authorized Atlas Copco contractors) may at any time (but shall not be obligated to) monitor, access, view, and/or use the data for the purposes of monitoring the location of the Equipment, helping determine the condition and status of the Equipment, helping service scheduling, and/or potentially increasing overall Customer service. Atlas Copco shall use commercially reasonable efforts to prevent unauthorized disclosure of the data. Atlas Copco reserves the right to terminate, suspend, and/or modify the remote monitoring at any time in whole or in part. Any remote monitoring is provided "AS IS" and "AS AVAILABLE", with no warranty of any kind. **ATLAS COPCO HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES (EXPRESS, IMPLIED, AND OTHERWISE) RELATING TO REMOTE MONITORING, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES OF MERCHANTABILITY.** Without limiting the generality of the foregoing, Atlas Copco hereby expressly disclaims all warranties regarding the reliability, accuracy, functionality, completeness, up-time, security, timeliness, and/or performance including but not limited with respect to any remote monitoring and/or any related software, hardware, technology, data, transmission, network, and application.

**14. Risk of Loss:** (a) Notwithstanding any agreement with respect to delivery terms or payment of transportation charges, Customer hereby assumes and shall bear during the hire period, the entire risk of loss of and damage to Equipment from any cause whatsoever, whether or not caused by any negligence of the Customer or its agents, employees or subcontractors.

(b) In the event of any repairable loss, the Customer shall within thirty (30) days of the loss, repair the Equipment or pay Atlas Copco the cost of such repairs. If the loss is a total loss where the Equipment is stolen, lost or damaged beyond repair, the Customer shall within thirty (30) days of the loss, pay Atlas Copco the retail replacement value specified in respect of the Equipment and further agrees to pay Atlas Copco all expenses for loss of use (calculated at the relevant rental rate), claim administration fees, diminishment in value, towing, storage, or impound fees, and costs incurred by Atlas Copco to recover the Equipment and establish damages, regardless of fault or negligence of the Customer or any person, and regardless if damages are the result of an Act of God.

Notwithstanding the foregoing, Customer is not responsible for damage or loss to the Equipment to the extent that the same is caused by (a) a latent defect in the Equipment, (b) failure of Atlas Copco to properly perform its agreed-upon maintenance on the Equipment, or (c) any act or omission of Atlas Copco.

**15. Insolvency:** If the Customer becomes subject to an administration order or liquidation, or a resolution passed or petition presented for the winding-up of the Customer or any application to place Atlas Copco under judicial management, administration or similar order or the Customer ceases, or threatens to cease to carry on its business (otherwise than for the purpose of amalgamation or reconstruction) then, Atlas Copco may terminate this Rental Contract and suspend its performance under this Rental Contract without any liability to the Customer, and if the Equipment has been delivered, but not paid for, the price shall become immediately due and payable not withstanding any previous arrangement or agreement to the contrary.

**16. Indemnity:** (a) Customer shall indemnify and save Atlas Copco harmless from any and all claims, demands, liabilities, judgments, actions or causes of action of any nature whatsoever arising out of the ownership, selection, possession, leasing, renting, operation, control, use, maintenance, repair, adjustment, delivery and/or return of any Equipment but shall be credited with any amounts received by Atlas Copco with respect thereto from liability insurance procured by the Customer.

(b) Customer further agrees to defend any such action which may be brought against Atlas Copco and shall pay any eventual judgment and bear Atlas Copco's costs, expenses and attorney's fees in the defence thereof and judgment costs, if any.

**17. Site Safety:** Atlas Copco and Customer acknowledge that if Atlas Copco will be on Customer's site, each party will comply with all applicable Federal, State, and local health or safety laws and regulations. If Customer requests that Atlas Copco comply with Customer's on-site health/safety programs or procedures, Atlas Copco will comply with those safety programs or procedures that have been provided in advance with reasonable opportunity to review to the extent applicable to the scope of service. Neither party's safety-related obligations nor responsibilities under any law or regulation (including OSHA) will be transferred, in whole or in part, to the other party.

**18. Limitation of Liability:** UNDER NO CIRCUMSTANCES SHALL ATLAS COPCO BE LIABLE TO COMPENSATE CUSTOMER, ITS SERVANTS OR ANY THIRD PARTIES IN THE CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY) OR OTHERWISE HOWSOEVER AND WHATEVER THE CAUSE THEREOF, FOR ANY CONTINGENT, CONSEQUENTIAL, INDIRECT, INCIDENTAL, COLLATERAL OR SPECIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF EQUIPMENT OR SERVICES, LOSS OF DATA OR GOODWILL, ANTICIPATED SAVING OR BUSINESS, DOWNTIME COSTS, AND DELAY COSTS), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES ARE FORESEEABLE. ATLAS COPCO'S LIABILITY TO CUSTOMER UNDER ANY THEORY OF RECOVERY (ARISING FROM OR RELATED TO THE RENTAL, THE EQUIPMENT, THE SERVICE, AND/OR THE CONTRACT, INCLUDING, BUT NOT LIMITED TO, BREACH THEREOF) SHALL BE LIMITED TO THE AMOUNT OF MONEY RECEIVED BY ATLAS COPCO FROM CUSTOMER FOR THE RENTAL OF THE PARTICULAR EQUIPMENT/SERVICE GIVING RISE TO THE CLAIM. For purposes of this Section, the term "Atlas Copco" means Atlas Copco (South-East Asia) Pte. Ltd., its affiliates, suppliers, and subcontractors, and their respective employees/agents.

**19. Default:** Customer will be in default if Customer: (a) fails to pay any rent when due, (b) breaches any material term of these Rental Terms, (c) becomes insolvent or ceases doing business or is designated as the debtor in a petition for bankruptcy filed by or against Customer, or (d) defaults on any other agreement with Atlas Copco. In the event of Customer's default and such default continues for seven (7) days, Atlas Copco may peaceably enter Customer's premises without prior notice and without legal process or liability to render the Equipment inoperable or remove the Equipment. Atlas Copco may also terminate the rental agreement without notice to Customer and without prejudice to any other claims Atlas Copco might have against Customer, and Customer will remain liable for any loss or damage to the Equipment notwithstanding the termination. Customer agrees to pay Atlas Copco all monies due for the remainder of the rental term as liquidated damages and not as a penalty. Atlas Copco's remedies provided herein are not exclusive but are cumulative to all other remedies existing by law and/or in equity.

**20. Trade Compliance:** (a) We reserve the right to cancel any business activities or transactions with hirers that are on one or more so-called sanction lists or sanction programs (denied party restrictions). (b) Atlas Copco expects its Customer to comply with all applicable export controls and trade sanctions of the UN, EU, EU Member States, US, and other countries, including, for example, when hirers transfer our products. (c) Customer cannot export or re-export items for proscribed end-uses, which have been so designated due to foreign policy or non-proliferation concerns.

**21. Intellectual Property.** No patents, copyrights, trademarks, or other intellectual property is being sold, assigned, or otherwise transferred to Customer. No drawings, designs, specifications, or anything else provided by Atlas Copco will be deemed to be "work made for hire" as that term is used under the Copyright Act.

**22. Confidentiality:** In connection with the rental and/or performance hereunder, Atlas Copco and Customer (as to information disclosed, the "Disclosing Party") may each disclose Confidential Information to the other party hereto (the "Receiving Party"). "Confidential Information" shall mean all information related to the business, products, or services of the Disclosing Party that is not generally known to the public, provided that the obligations of this paragraph shall not apply as to any portion of the Confidential Information which: (a) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party, its representatives or its affiliates, or (b) has been or is subsequently independently developed by the Receiving Party, its representatives or affiliates, without reference to the Confidential Information, or (c) is required to be disclosed by law or valid legal process provided that the Receiving Party who intends to make such disclosure shall promptly notify the Disclosing Party in advance of such disclosure and reasonably cooperate in attempts to maintain the confidentiality of the Confidential Information. The Receiving Party agrees, except as otherwise required by law: (a) to use the Confidential Information only as authorized in these Rental Terms or as otherwise authorized in writing by the Disclosing Party to the Receiving Party, and (b) to take reasonable measures to prevent disclosure of the Confidential Information. Upon the Disclosing Party's request, the Receiving Party shall destroy or return to the Disclosing Party all copies of Confidential Information. If either party or any of their respective affiliates or representatives is required or requested by subpoena, interrogatories, or similar legal process to disclose any Confidential Information, such party agrees to provide the Disclosing Party with prompt written notice of such request, so that the Disclosing Party may seek an appropriate protective order or waive compliance by the Receiving Party with the provisions herein. This Section 22 survives any expiration/termination of the contract.

**Atlas Copco (South-East Asia) Pte Ltd**

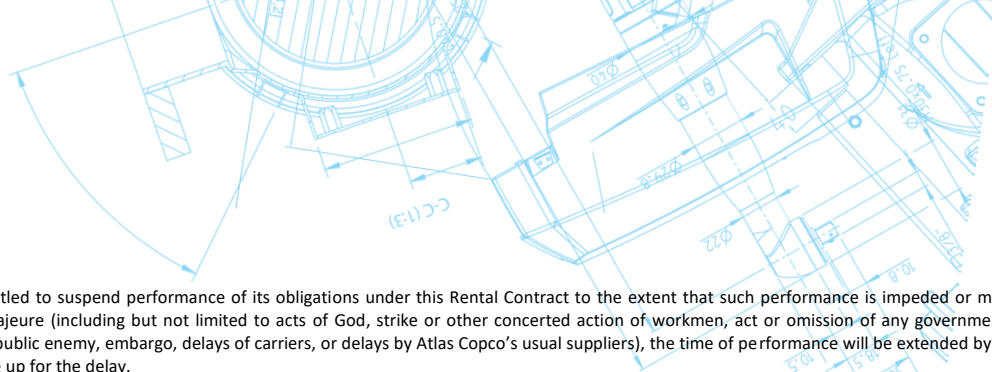
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Co. Reg. No: 197901051R  
GST No : M2-0033229-6





**23. Force Majeure:** Atlas Copco shall be entitled to suspend performance of its obligations under this Rental Contract to the extent that such performance is impeded or made unreasonably onerous by reason of force majeure (including but not limited to acts of God, strike or other concerted action of workmen, act or omission of any governmental authority, act of war or terrorism, act of the public enemy, embargo, delays of carriers, or delays by Atlas Copco's usual suppliers), the time of performance will be extended by the amount of time reasonably sufficient to make up for the delay.

(a) Atlas Copco shall not be liable to the Customer in any manner whatsoever whether in contract, tort or otherwise (including negligence or breach of statutory duty) for any loss, damage, delay, liability, costs, expenses, proceeding, claim, demand, or suit whatsoever and howsoever arising directly or indirectly by reason of force majeure.

(b) For the purposes of this Rental Contract, force majeure shall be deemed to be any cause affecting the performance of this Rental Contract arising from or attributable to the acts, events, omissions or accidents beyond the reasonable control of the Company.

(c) If force majeure prevents the Customer from fulfilling its obligations, it shall compensate the Company for expenses incurred in securing, storing and/or protecting the Equipment.

(d) In the event that Atlas Copco's performance is suspended for more than one (1) months, Atlas Copco shall be entitled to terminate this Rental Contract by giving notice in writing to the Customer.

**24. Governing Law and Jurisdiction:** Governing Law and Jurisdiction: This Rental Contract shall be governed by and construed in accordance with the laws of Singapore and the parties hereby submit to the non-exclusive jurisdiction of the courts of Singapore

**25. Miscellaneous:**

**25.1 THESE RENTAL TERMS CONTAIN THE ENTIRE AGREEMENT BETWEEN ATLAS COPCO AND CUSTOMER WITH RESPECT TO THE TERMS AND CONDITIONS, AND SUPERSEDE ANY PRIOR OR CONTEMPORANEOUS NEGOTIATIONS, COMMUNICATIONS, AND ORAL OR WRITTEN STATEMENTS REGARDING THIS SUBJECT MATTER.**

**25.2** This agreement cannot be superseded, amended, or modified except by an agreement signed by representatives of each party. In no event will any Customer-issued boilerplate/pre-printed purchase order or document be considered a negotiated agreement regardless of whether it is signed by Atlas Copco.

**25.3** Neither party may assign or transfer the rental agreement in whole or in part without the prior written consent of the other party (which consent shall not be unreasonably withheld); any purported assignment in violation of this sentence will be void. Irrespective of the foregoing, Atlas Copco may, without consent, assign the rental agreement to any of its affiliates and may use sub-contractors.

**25.4** The provisions of these Rental Terms are severable and the invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision. In addition, if any provision of these Rental Terms (or portion thereof) is determined by a court to be unenforceable as drafted, the parties acknowledge that it is their intention that such provision (or portion thereof) shall be construed in a manner designed to effectuate the purposes of such provision to the maximum extent enforceable under applicable law.

**25.5** Neither party's failure to enforce, nor its waiver of a breach of, any provision contained in these Rental Terms shall constitute a waiver of any other breach or of such provision.

**25.6** All headings, captions and numbering in these Rental Terms are for convenience of reference only and shall not be used to interpret any meaning of any terms or condition.

**25.7** The validity, performance, and all other matters relating to the interpretation and effect of these Rental Terms or the Agreement will be governed by the laws of the state in which Atlas Copco's applicable rental facility is located (without regard to any conflict of laws principles)

**25.8** The parties are independent contractors under this agreement and no other relationship is intended including, without limitation, any partnership, franchise, joint venture, agency, employer/employee, fiduciary, master/servant relationship, or any other special relationship.

**25.9** All rights and obligations contained in these Rental Terms, which by their nature or effect are required or intended to be kept, observed, or performed after the termination or expiration of the order/contract will survive and remain binding upon and for the benefit of the parties, their successors, and permitted assigns.

*"By signing this Rental Contract, Customer confirms that he has carefully read the terms and conditions of this Rental Contract. The issue of the purchase order (Purchase Order) from the Customer shall constitute an acceptance by the Customer of the terms and conditions of this Rental Contract, and Atlas Copco and the Customer shall be bound by them. The Purchase Order is subject to and conditional upon the availability of the Equipment, as set out in the terms of the Rental Contract. For the avoidance of doubt, the quotation and the Rental T&Cs shall form the Rental Contract. The Rental Contract and the Purchase Order shall together form the contract between Atlas Copco and Customer. In the event of any inconsistency between (1) the terms and conditions contained in this Rental Contract, and (2) the terms contained in any Purchase Order issued or supplied by the Customer, the terms and conditions contained in this Rental Contract shall prevail."*