

**GENERAL TERMS AND CONDITIONS** These Terms and Conditions shall apply to all contracts for the supply of Goods and/or Services and/or Rental Items by OSSO to the Customer to the exclusion of all other terms and conditions including any terms and conditions which the Customer may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

**1. DEFINITIONS AND INTERPRETATION**

**1.1** In these Terms and Conditions the following words shall have the following meanings:

<b>"OSSO"</b>	shall mean OSSO Limited (registered in Scotland No. SC247799) and having its registered office at c/o Cms Cameron McKenna Nabarro Olswang LLP, 6 Queens Road, Aberdeen, Scotland, AB15 4ZT
<b>"OSSO Group"</b>	means OSSO, its subcontractors (of any tier), its and their affiliates, its and their respective directors, officers and employees (including agency personnel) but shall not include any member of the Customer Group;
<b>"Contract"</b>	means the contract between OSSO and the Customer for the supply of Goods and/or Services and/or Rental Items comprising the Purchase Order, these Terms and Conditions and any amendment or variation to the Purchase Order or these Terms and Conditions as agreed in writing between OSSO and the Customer;
<b>"Customer"</b>	means the person or persons to whom OSSO supplies the Goods and/or Services and/or Rental Items as detailed in the Purchase Order;
<b>"Customer Group"</b>	means the Customer, its and their affiliates, its and their respective directors, officers and employees (including agency personnel) but shall not include any member of OSSO Group;
<b>"Goods"</b>	means the goods supplied by OSSO and purchased by the Customer as detailed in the Purchase Order;
<b>"Intellectual Property"</b>	all patents, rights to inventions, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade or get-up, rights in goodwill or to sue for passing off, unfair competition rights, design rights, rights in software, database rights, moral rights, rights in confidential information (including know how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world including Technical Information;
<b>"Parties"</b>	means OSSO and the Customer;
<b>"Price"</b>	means the charges, taxes and disbursements specified by OSSO for the supply of the Goods and/or Services and/or Rental Items including any shipping costs and import taxes;
<b>"Purchase Order"</b>	means the purchase order issued by the Customer and accepted in writing by OSSO containing details relating to the supply of Goods and/or Services and/or Rental Items under the Contract;
<b>"Rental Items"</b>	means the rental equipment to be rented by the Customer as detailed in the Purchase Order;
<b>"Services"</b>	means the services to be supplied by OSSO as detailed in the Purchase Order;
<b>"Technical Information"</b>	means drawings, techniques, processes, formulae, reports, specifications, practices, procedures, instructions and other technical information and data of any kind in whatever form;
<b>"Terms and Conditions"</b>	means these Standard Terms and Conditions for the Supply of Goods, Services and/or Rental Items; and
<b>"VAT"</b>	means UK value added tax.

**1.2** Unless the context otherwise requires, references in these Terms and Conditions:

- 1.2.1** to "person" or "third party" include any individual, company, corporation, firm, partnership, joint venture, association, organisation, institution, trust or agency, whether or not having a separate legal personality;
- 1.2.2** to one gender include all genders, and reference to singular include the plural and vice versa;
- 1.2.3** to "include" or "including" shall be construed without limitation;
- 1.2.4** to any statute, statutory provision or regulation, are references to that statute, statutory provision or regulation, as from time to time amended, extended or re-enacted; and

**1.2.5** to "affiliate" shall mean any subsidiary or parent or holding company of any company or any other subsidiary of such parent or holding company, "subsidiary" and "holding company" shall have the meaning assigned to it under the Companies Act 2006.

**2. THE GOODS, SERVICES AND/OR RENTAL ITEMS**

- 2.1** OSSO agrees to supply the Goods and/or Services and/or Rental Items to the Customer in accordance with the Contract.
- 2.2** No Purchase Order for the supply of Goods and/or Services and/or Rental Items is binding on OSSO unless and until it has been accepted by OSSO in writing or (if earlier) when OSSO delivers the Goods and/or Services and/or Rental Items to the Customer.
- 2.3** Unless otherwise agreed between OSSO and the Customer, time shall not be of the essence in relation to the provision of the Goods and/or Services and/or Rental Items by OSSO to the Customer.
- 2.4** Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by OSSO shall be subject to correction without any liability on the part of OSSO.
- 2.5** All Goods and Rental Items must be used strictly in accordance with the instructions, recommendations and specifications (if any) of OSSO.
- 2.6** OSSO shall have the right to make any changes to the Services which are necessary to comply with applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and OSSO shall notify the Customer in any such event.
- 2.7** If applicable, OSSO shall provide to the Customer as set out in the Purchase Order or as otherwise agreed between OSSO and the Customer any or all of the following Services in respect of the Goods and/or Rental Items: (a) technical assistance regarding installation and testing of the equipment during installation, and/or (b) preventative maintenance and repair services.
- 2.8** OSSO's personnel providing Services shall have the authority to decline to continue all or any portion of the work that they consider to be unsafe due to a deviation made from OSSO's service manual and operating procedures and/or any deviation made against the recommendation of any member of OSSO's personnel, if such deviation may at the sole opinion of any member of OSSO's personnel present an unacceptable risk to the safety of personnel or equipment. In the event of such an occurrence OSSO shall not be penalised in any way and the relevant personnel rates as specified in the relevant Purchase Order or as otherwise agreed between OSSO and the Customer shall continue to apply until such time as such personnel return to the originating base or address and it will be the responsibility of the Customer to provide OSSO's personnel with safe emergency evacuation of the worksite upon such request being made by any member of OSSO's personnel. Any emergency evacuation considered necessary by any member of OSSO's personnel shall be done so without delay or hesitation and shall be carried out at the cost of the Customer or, where arranged by OSSO, related costs and expenses shall be reimbursed to OSSO by the Customer.
- 2.9** The Customer agrees that OSSO shall not be liable to the Customer for, and indemnifies the OSSO Group against, any claims, losses, damages, costs, expenses and liabilities suffered or incurred by the Customer Group arising from, relating to or in connection with any deviation and/or emergency evacuation referred to in condition 2.8.

**3. DELIVERY AND PERFORMANCE**

- 3.1** Delivery of the Goods and/or Rental Items shall, unless otherwise agreed between OSSO and the Customer, be EXW OSSO's facility in Aberdeen, Scotland, UK (as defined in INCOTERMS 2010 in relation to delivery) and performance of the Services will be on the date(s) and in the manner as agreed with the Customer and specified in the Purchase Order ("Agreed Delivery Date").
- 3.2** Unless otherwise agreed between OSSO and the Customer, stated delivery and performance times are an estimate only and OSSO will not be liable for any loss (including loss of profit), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods and/or Rental Items and/or performance of the Services nor will any delay entitle the Customer to terminate or rescind the Contract.
- 3.3** If the Customer refuses or fails to take delivery of the Goods and/or Rental Items within the Customer's normal working hours on the Agreed Delivery Date, or if OSSO is unable to deliver the Goods and/or Rental Items on time because the Customer has not provided appropriate instructions, documents, licences or authorisations, OSSO may store the Goods and/or Rental Items and the Customer shall in addition to the Price payable pay all related costs and expenses (including the costs for storage and insurance) and additional delivery costs incurred by OSSO and if the Customer refuses or fails to take delivery of or to collect the Goods and/or Rental Items (as appropriate) after 14 days following the Agreed Delivery Date, OSSO may rescind the Contract and recover damages.

- 3.4** If Goods and/or Rental Items are delivered in instalments, each delivery shall constitute a separate Contract. Any failure by OSSO to deliver or any claim by the Customer in respect of any one or more of the instalments in accordance with the Contract shall not entitle the Customer to treat the Contract as a whole as repudiated.
- 3.5** OSSO reserves the right, at its sole option, to cancel or withhold the delivery of any Goods and/or Rental Items and/or the performance of the Services (whether in whole or in part) if the Customer is in breach of any of the terms of the Contract or any invoices from OSSO to the Customer are overdue.
- 3.6** The Customer shall be responsible for ensuring the Goods and/or Rental Items are kept in adequate storage conditions once delivered to the Customer or to the Customer's order.

#### **4. RISK AND TITLE**

- 4.1** Risk in the Goods and/or Rental Items shall pass to the Customer upon delivery.
- 4.2** Title in the Goods shall pass to the Customer when payment has been received in full (in cash or cleared funds) for the Goods.
- 4.3** Title in the Rental Items shall remain with OSSO at all times notwithstanding that the Rental Items may be leased to and in the possession of the Customer.

#### **5. QUALITY OF GOODS**

- 5.1** Unless otherwise agreed between OSSO and the Customer, OSSO warrants that for a period of 12 months from the date of delivery (the "Goods Warranty Period"), the Goods shall conform in all material respects with their description as detailed in the Contract and be free from material defects in design, material and workmanship.
- 5.2** Subject to condition 5.3, if the Customer gives notice in writing during the Goods Warranty Period that some or all of the Goods do not comply with the warranty set out in condition 5.1, OSSO shall, at its option, repair or replace the defective Goods or refund the price of the defective Goods in full.
- 5.3** Where defective Goods are returned to OSSO's facility for repair, risk in such defective Goods whilst being transported to OSSO's facility shall remain with the Customer.
- 5.4** The Customer shall be responsible for all direct and reasonable costs and expenses incurred by OSSO in attending the Customer's premises (or third party premises, as the case may be) for the repair or replacement of defective Goods by OSSO.
- 5.5** OSSO shall not be liable for the Goods' failure to comply with the warranty in condition 5.1, if:
- 5.5.1** the Customer makes any further use of the Goods after giving a notice in accordance with condition 5.2;
- 5.5.2** the defect arises due to the Customer's failure to follow OSSO's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;
- 5.5.3** the defect arises as a result of OSSO following any drawing, design or specification supplied by the Customer;
- 5.5.4** the Customer or any third party alters or repairs such Goods without the written consent of OSSO; or
- 5.5.5** the defect arises as a result of fair wear and tear, wilful damage, negligence or abnormal working conditions.
- 5.6** Except as provided for in this condition 5, OSSO shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in condition 5.1.
- 5.7** OSSO provides no warranty for goods, materials or equipment manufactured by third parties.

#### **6. QUALITY OF SERVICES**

- 6.1** OSSO warrants that the Services will be provided in accordance with the requirements of the Contract using reasonable skill and care. OSSO warrants that the Services shall be free from defects for a period of 30 days from the date of completion of the Services (the "Services Warranty Period").
- 6.2** If the Customer gives notice in writing during the Services Warranty Period that the Services do not comply with the warranty set out in condition 6.1, OSSO shall re-perform the Services.
- 6.3** Except as provided for in this condition 6, OSSO shall have no liability to the Customer in respect of the Services failure to comply with the warranty set out in condition 6.1.

#### **7. RENTAL ITEMS**

- 7.1** The Customer undertakes to keep the Rental Items in good operating condition during the rental period and shall operate the Rental Items in accordance with OSSO's written or oral instructions using suitably qualified personnel.
- 7.2** The Customer shall ensure that OSSO has full and free access to the site where the Rental Items are located for the purpose of inspecting the Rental Items, observing their use and making any alterations, improvements or additions thereto.
- 7.3** Unless otherwise agreed between OSSO and the Customer, the Customer shall be responsible for the general maintenance (including the lubrication of moving parts) of the Rental Items during the period of rental. The Customer undertakes to comply with OSSO's instructions in respect of such general maintenance.

- 7.4** The Customer shall be responsible for all direct and reasonable costs and expenses incurred by OSSO in attending the Customer's premises (or third party premises, as the case may be) for the repair or replacement of defective Rental Items.
- 7.5** Upon expiry of the rental period, the Customer shall at its sole cost return the Rental Items to OSSO in good working condition and in accordance with the requirements of the Contract.
- 7.6** On the return of Rental Items to OSSO, OSSO will inspect the Rental Items as soon as reasonably practicable. If the Rental Items require any cleaning, repair or replacement (other than due to normal wear and tear) the Customer shall reimburse OSSO for all costs and expenses in respect thereof.
- 7.7** Upon termination of the Contract, for whatever reason, OSSO's consent to the Customer's possession of the Rental Items shall terminate and OSSO may without notice and at the Customer's expense retake possession of the Rental Items and for this purpose may enter any premises at which the Rental Items are located.
- 7.8** The Customer shall not suffer or permit the Rental Items to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Rental Items are so confiscated, seized or taken, the Customer shall notify OSSO and the Customer shall at its sole expense use its best endeavours to procure an immediate release of the Rental Items and shall indemnify OSSO on demand against losses, costs, charges, damages and expenses incurred as a result of such confiscation.

#### **8. LOSS OR DAMAGE TO RENTAL ITEMS**

- 8.1** The Customer shall give notice in writing to OSSO as soon as reasonably practicable of any loss of or damage to or breakdown or failure of Rental Items.
- 8.2** In the event of any damage to or breakdown or failure of Rental Items, the Customer will allow OSSO full uninterrupted access to the Customer's premises, utilities and services to allow OSSO to inspect such Rental Items. OSSO shall be entitled at its discretion, acting reasonably, to decide whether such Rental Items are capable of economic repair or not.
- 8.3** The Customer shall not alter, adjust or attempt to repair or attach anything to Rental Items without the written consent of OSSO.
- 8.4** In the event that OSSO decides that Rental Items can be repaired, OSSO will arrange for such repairs to be carried out and the Customer shall be liable to reimburse OSSO for the costs of such repairs plus a handling fee of 15% of such costs.
- 8.5** In the event of any Rental Items being lost or damaged or otherwise requiring repair to such an extent that OSSO, acting reasonably, decides that it is not capable of economic repair the Customer shall pay to OSSO the full replacement value thereof.
- 8.6** Rental in respect of any Rental Items lost, damaged or destroyed or otherwise requiring repair shall continue to be payable during any period when such Rental Items are lost, damaged, destroyed or otherwise requiring repair until in a reusable condition up to a maximum of 90 days rental.
- 8.7** OSSO shall not be liable for, and the Customer shall indemnify and keep indemnified OSSO against any and all claims whatsoever arising from loss or damage suffered by reason of use of the Rental Items after the Customer becomes aware of any defect or after circumstances have occurred which should reasonably have indicated to the Customer the existence of a defect.

#### **9. CUSTOMER OBLIGATIONS**

- 9.1** The Customer shall provide OSSO, in a timely manner, with all such information and full, uninterrupted access to all materials, appliances, utilities, connections and supplies as are necessary for OSSO to carry out the Services and/or provide the Goods and/or Rental Items in accordance with the Contract and the Customer warrants that all information provided by it or on its behalf to OSSO is accurate. The Customer further warrants that it will give OSSO prior written notice of any exceptional hazards, known or suspected, by the Customer that might potentially arise in the use of such materials or information.
- 9.2** The Customer warrants that it has obtained all necessary licences, approvals, permits or authorities required in relation to the Goods and/or Services and/or Rental Items and the Customer accepts full responsibility and liability in respect of any failure to obtain such permissions.

#### **10. INDEMNITIES**

- 10.1** OSSO shall be responsible for and shall save, defend, indemnify, and hold the Customer Group harmless from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities arising out of:
- 10.1.1** loss or damage to the property of OSSO Group whether owned, hired or leased (but always excluding the Rental Items) arising from or relating to the performance of the Contract; and
- 10.1.2** personal injury, including death or disease, to any officers, employees and agents of OSSO Group arising from or relating to the performance of the Contract; and
- 10.1.3** personal injury, including death or disease, or loss of or damage to the property of any third party to the extent that such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of

- OSSO Group arising from or relating to the performance of the Contract. For the purposes of this condition “third party” shall mean any party which is not a member of OSSO Group or the Customer Group.
- 10.2** The Customer shall be responsible for and shall save, defend, indemnify, and hold OSSO Group harmless from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities arising out of:
- 10.2.1** loss or damage to the property of Customer Group whether owned, hired or leased arising from or relating to the performance of the Contract; and
- 10.2.2** personal injury, including death or disease, to any officers, employees and agents of Customer Group arising from or relating to the performance of the Contract; and
- 10.2.3** personal injury, including death or disease, or loss of or damage to the property of any third party to the extent that such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of Customer Group arising from or relating to the performance of the Contract. For the purposes of this condition “third party” shall mean any party which is not a member of Customer Group or OSSO Group; and
- 10.2.4** loss of or damage to any third party oil and gas production facilities and pipelines and Consequential Losses (as defined in condition 11.2) arising therefrom where such loss or damage arises from or relates to the performance of the Contract. The provisions of this condition shall apply notwithstanding the provisions of condition 10.1.3.
- 10.3** Subject to condition 10.1 but notwithstanding anything contained elsewhere in the Contract to the contrary, the Customer shall save, indemnify, defend and hold harmless OSSO Group against all claims, losses, damages, costs (including legal costs) expenses and liabilities resulting from (a) loss of or damage to any well or hole; (b) blow-out, fire, explosion, cratering or any other uncontrolled well condition (including the costs to control a wild well and the removal of debris); and (c) damage to any reservoir, geological formation or underground strata or the loss of oil or gas therefrom.
- 10.4** Notwithstanding condition 10.1.3, and except as provided by conditions 10.1.1 and 10.2.1, the Customer shall save, indemnify, defend and hold harmless OSSO Group from and against any claim of whatsoever nature arising from pollution and/or contamination including such pollution or contamination emanating from the reservoir and/or from any equipment or property of the Customer Group or OSSO Group arising from or related to the performance of the Contract.
- 10.5** All exclusions and indemnities save for those under conditions 10.1.3 and 10.2.3 shall apply irrespective of cause and notwithstanding the negligence or breach of duty (whether statutory or otherwise) of the indemnified party or any other entity or party and shall apply irrespective of any claim in delict, under contract or otherwise at law.
- 11. LIMITATION OF LIABILITY**
- 11.1** Save in respect of liability for personal injury or death caused by OSSO's negligence or fraud, OSSO's total liability arising under or in connection with the Contract whether in contract, delict (including negligence), breach of statutory duty, or otherwise shall not exceed a sum equal to 110% of the aggregate consideration received by OSSO from the Customer under that relevant Contract and Customer shall defend, indemnify and hold harmless OSSO Group from and against any liability above such maximum sum.
- 11.2** For the purposes of this condition 11.2, the term “Consequential Loss” shall mean i) consequential or indirect loss under the applicable law of the Contract and ii) indirect losses and/or loss of production, loss of product, loss of use (including but not limited to spread costs, loss of use or the cost of use of property, equipment, materials and services or any downtime) and loss of revenue (with the exception of any payment due to OSSO under the Contract), profit or anticipated profit, arising from or related to the performance of the Contract in each case whether direct or indirect to the extent that these are not included in i), and whether or not such losses were foreseeable at the time of entering into the Contract. Notwithstanding any provision to the contrary elsewhere in the Contract, the Customer shall save, indemnify, defend and hold harmless the OSSO Group from the Customer Group's own Consequential Loss and the OSSO shall save, indemnify, defend and hold harmless the Customer Group from OSSO Group's own Consequential Loss, arising from, relating to or in connection with the performance or no
- n-performance of the Contract.
- 11.3** If OSSO's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer, its agents, contractors or employees, OSSO shall not be liable for any costs, charges or losses sustained or incurred by the Customer arising directly or indirectly from such prevention or delay.
- 12. INSURANCE**
- 12.1** The Customer and OSSO shall maintain levels of insurance sufficient to cover their respective liabilities and obligations under the Contract and at law.

- 12.2** In addition to condition 12.1, the Customer shall be responsible for ensuring that the Rental Items are fully insured with a reputable insurer at all times during the rental period. The Customer shall ensure that OSSO's interest in the Rental Items is noted on such insurance policy. The Customer shall provide a certificate of insurance evidencing compliance with the provisions of this condition 12.2 on OSSO's request.
- 13. INVOICING AND PAYMENT TERMS**
- 13.1** Subject to any special terms agreed in writing between the Parties and save as provided under these Terms and Conditions, OSSO shall be entitled to invoice the Customer for the price of the Goods and/or Rental Items on or at the time the Goods and/or Rental Items leave OSSO's premises for delivery to the Customer on the Agreed Delivery Date, unless the Goods and/or Rental Items are to be collected by the Customer or the Customer wrongfully fails to take delivery of the Goods and/or Rental Items, in which event OSSO shall be entitled to invoice the Customer for the Price at any time after OSSO has notified the Customer that the Goods and/or Rental Items are ready for collection or (as the case may be) OSSO has tendered delivery of the Goods and/or Rental Items. Subject to any special terms agreed in writing between the Parties, OSSO shall be entitled to invoice the Customer for the Price of the Services from the date of completion of the Services.
- 13.2** The Price and any other amounts stated in any quotation are exclusive of VAT (or any other equivalent sales tax) and withholding tax which will be payable by the Customer at the appropriate rate.
- 13.3** OSSO reserves the right to increase the Price to reflect any increased costs suffered or incurred by OSSO as result of any changes to or introduction of any laws, bye-laws or regulations in connection with the provision of the Goods, Services or Rental Items.
- 13.4** Payments of the Price shall be made within 14 days of receipt of a valid VAT invoice. Payment shall be made in UK £ Sterling or, if applicable, such other currency agreed in the Purchase Order. Where OSSO agrees to quote in a foreign currency, it reserves the right to adjust its prices in the quoted currency at the time of invoicing in the event that the exchange rate has fluctuated (up or down) by more than three percent (3%) from the rate which was applied at the date of the quotation.
- 13.5** In the event that OSSO pays for a reimbursable expense under the Contract in a foreign currency other than UK £ Sterling, OSSO shall invoice the Customer the UK £ Sterling amount as converted from the foreign currency at the foreign currency conversion rate incurred by OSSO.
- 13.6** Where the Services are to be performed out with OSSO's premises, the Customer shall be liable to reimburse OSSO in respect of all travel, accommodation and subsistence costs properly incurred by OSSO's personnel in the performance of the Services at cost plus 15%. The Customer shall also procure at its sole cost, all necessary inoculations, visas and work permits which are required by OSSO's personnel in the provision of the Services.
- 13.7** Unless otherwise agreed between OSSO and the Customer, the Customer shall reimburse OSSO for all third party costs relating to the transportation, insurance and freight charges on the Goods and/or Rental Items and/or any materials in relation to the provision of the Services and OSSO shall also be entitled to charge the Customer a handling charge of 15% of such costs.
- 13.8** All bank charges associated with payments made by the Customer for the Goods and/or Services and/or Rental Items (such as, by way of example only, charges levied on payments from overseas) shall be payable by the Customer.
- 13.9** All sums due from the Customer to OSSO which are not paid on the due date (without prejudice to the rights of OSSO under the Contract) shall be subject to interest. The amount of interest payable shall be based on the then current annual Bank of England 'Base Rate' plus 8% per annum and shall be calculated pro rata on a daily basis. Interest shall run from the date on which the sum in question becomes due for payment until the date on which actual payment is made.
- 13.10** Time shall be of the essence in relation to payments by the Customer to OSSO under the Contract.
- 14. INTELLECTUAL PROPERTY RIGHTS**
- 14.1** Neither OSSO nor the Customer shall have the right of use, other than for the purposes of the Contract, whether directly or indirectly of any Intellectual Property provided by the other party and the rights thereto shall remain with the party providing such Intellectual Property.
- 14.2** Where any potential patent or registrable right in any country in the world or any confidential know how results from:
- 14.2.1** developments by OSSO of the Goods and/or Services and/or Rental Items;
- 14.2.2** enhancements of or in the existing Intellectual Property of OSSO,
- such rights shall vest in OSSO.
- 15. FORCE MAJEURE**
- OSSO shall not be liable for any failure to perform any of its obligations under the Contract if and to the extent that the failure is caused by act of God, war, riot, civil commotion, act of terrorism, strike, lock-out, trade disputes, fire, flood, breakdowns, interruptions of transport, governmental action or restriction, shortage of labour or

materials or breakdown of machinery, delay in delivery by OSSO's suppliers or any other cause whatsoever (whether or not similar to the foregoing) outside the control of OSSO.

## **16. TERMINATION**

- 16.1** The Contract may be terminated by OSSO on giving 14 days written notice to the Customer.
- 16.2** OSSO may terminate the Contract immediately by written notice given to the Customer where:
- 16.2.1** the Customer commits a breach of the Contract which OSSO reasonably considers is not capable of remedy; or
- 16.2.2** the Customer continues to breach the Contract for more than 30 days after being notified to remedy such breach in writing by OSSO; or
- 16.2.3** if the Customer ceases trading or threatens to cease trading or if the Customer is a company, and the Customer passes a resolution or the court makes an order that it should be wound up or that an administrator be appointed, or if the Customer makes a composition or an arrangement with its creditors, or if a receiver or manager or administrator on behalf of a creditor is appointed, or if circumstances arise which entitle the court or a creditor to appoint a receiver, manager or administrator or which entitle the court to make a winding up order.
- 16.3** If one of the events in condition 16.2.3 occurs and if the Goods and/or Rental Items have been delivered and/or Services performed but not paid for, the Price shall become immediately due and payable notwithstanding any previous agreement to the contrary.
- 16.4** If the Customer does not make payments in accordance with condition 13, OSSO reserves the right to cease the supply of Goods and/or Services and/or Rental Items, if it thinks fit, to terminate the Contract immediately by written notice given to the Customer.
- 16.5** The Contract may not be cancelled by the Customer except with the agreement in writing of OSSO and the Customer shall indemnify OSSO in full against all loss, costs, damages, charges and expenses incurred by OSSO as a result of such cancellation.

## **17. EFFECT OF TERMINATION**

- 17.1** Upon termination of the Contract for any reason whatsoever the Customer shall return the Rental Items to OSSO immediately.
- 17.2** Termination of the Contract shall not affect any obligation or liability of any party which has accrued at the date of termination.
- 17.3** Except for conditions 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17 and except in respect of any other accrued rights, neither party shall be under any further obligation to the other.
- 17.4** OSSO may, during the term of the Contract and upon termination of the Contract, set off against any debt owed by the Customer to OSSO, any sums otherwise due to the Customer.

## **18. GENERAL**

- 18.1** The Customer shall not assign or sub-contract the Contract or any part of it without the prior consent of OSSO in writing, such consent not to be unreasonably withheld or delayed. OSSO may at any time, on reasonable notice in writing to the Customer, transfer or assign all or any rights and/or obligations under the Contract. OSSO shall be free to subcontract or otherwise deal with the whole or any part of the Goods and/or Services and/or Rental Items.
- 18.2** No delay by OSSO in enforcing or expressing any right, either arising out of the Contract or any right in respect of any breach of the Contract by the Customer, shall constitute a waiver of such right. No waiver by OSSO of any breach of the Customer's obligations shall constitute a waiver of any other prior or subsequent breach.
- 18.3** Any variation of any provision of the Contract must be effected in writing and issued by OSSO. No purported variation by any other means shall bind OSSO.
- 18.4** No statement in any publication issued by OSSO constitutes a term of the Contract, nor a representation in reliance upon which the Contract has been entered into. OSSO's employees or agents are not authorised to make any representations concerning the Goods and/or Services and/or Rental Items unless confirmed by OSSO in writing.
- 18.5** Nothing in the Contract shall be construed so as to create a partnership or joint venture between the parties or have the effect of making any employee of the Customer a servant of OSSO or of making any employee of OSSO an employee or servant of the Customer.
- 18.6** If any part of the Contract is unenforceable, such unenforceability shall not affect the enforceability of the remainder of the Contract.
- 18.7** Any notices to be given under the Contract shall be in writing and sent to the relevant address or addresses set out in the Contract by hand, facsimile or prepaid post. Such notices shall be deemed to be received at once if sent by facsimile and if sent by prepaid first class post within the United Kingdom shall be deemed to be served on the second business day after posting. If a notice is sent to or from abroad by prepaid mail it shall be deemed to be served on the fifth business day after posting.

- 18.8** Except as otherwise provided in conditions 5, 6 and 7 OSSO makes no representations, warranties or conditions of any kind, either express or implied as to quality, fitness for any particular purpose or any other matter with respect to the Goods, Services and/or Rental Items to be supplied under the Contract.
- 18.9** In the event of any conflict between INCOTERMS 2010 (as used in the Contract to define delivery arrangements) and any use of the other terms and conditions of the Contract the latter shall take precedence.
- 18.10** The Contract is subject to the law of Scotland and to the non-exclusive jurisdiction of the courts of Scotland.

OSSO Limited – January 2021