

## Terms and Conditions – Hire of Equipment and Services

Subject to the terms of any other applicable written agreement you (“**you**”) have with INNOMAR, INNOMAR’s hire of Equipment and Services are governed by these Terms and Conditions of Hire of Equipment and Services (“**Terms**”). Every order you place with us is conditioned upon and confirms your acceptance of these Terms. Any commitments which derive from these Terms or any contrary terms or conditions appearing on your orders or associated purchase documentation shall only apply if and to the extent expressly accepted by INNOMAR in writing. These Terms and the other applicable agreements you enter into with INNOMAR constitute the entire agreement between you and INNOMAR for your purchase and use of Products and Software. Each accepted order will be interpreted as a single set of Terms, independent of other orders. “**INNOMAR**”, “**we**” or “**us**” means INNOMAR Technologie GmbH Rostock, Germany.

### 1. Definitions

**"Equipment"** means any INNOMAR or third-party hardware or software products provided hereunder.

**"Service"** means any service provided by us, e.g. surveys. Services related to the sale of products or software by INNOMAR such as training or support & maintenance are not covered by these Terms. Such Service is covered by INNOMAR’s Terms and Conditions of Sale.

### 2. General

**2.1 Quotations:** Our quotations are non-binding unless otherwise expressly stipulated in writing.

**2.2 Basic Order Terms:** All orders must include the following information: (i) the Equipment and Services ordered and quantities, (ii) prices, and (iii) delivery instructions.

**2.3 Availability:** Availability of equipment and personnel has to be checked and confirmed by Innomar in advance of any order.

**2.4 Formation of Contract:** A supply or other contract shall be concluded only when (i) confirmed by us in writing, or (ii) when a separate contract has been signed by INNOMAR and you or (iii) when the goods have been delivered by INNOMAR and accepted by you. Orders cannot be cancelled for any reason without our prior written consent.

### 3. Hire of Personnel and Equipment

**3.1 Equipment Hire:** Renting period is counted in full days. All Equipment remains the full property of INNOMAR. The Equipment must not be sold or sub-rented to third parties without written confirmation by INNOMAR. The Equipment must not be used for any other purposes than intended for, modified, disassembled or repaired without notification and confirmation by INNOMAR.

**3.2 Responsibility:** You are fully responsible for the equipment from the time of leaving INNOMAR’s facilities until the time of return. You should keep the equipment in good condition and should take care for proper use and handling. Only trained and competent persons are allowed to operate the Equipment. You should ensure that all provided manuals and instructions will be fully observed before the use of the Equipment. You should use the Equipment in a way to minimise risks for health and safety and have to indemnify INNOMAR against all claims.

**3.3 Insurance and Damage:** You are fully responsible for the insurance of the Equipment during the renting period against all risks, against loss and any damages. In case of any defect, loss of Equipment or parts thereof you shall notify INNOMAR within one (1) day in writing and are fully responsible for the repair costs or replacement, if necessary. If a replacement is not possible you will be charged for the equipment as purchased.

### 4. Pricing, Terms of Payment, Taxes

**4.1 Equipment Prices:** All given prices for rental of Equipment are excluding shipping costs, customs fees, any export or import charges, insurance and all other costs which are necessary to bring the equipment to operation. The delivery condition is ex-works Rostock in Germany unless otherwise agreed in writing. All costs related to shipping of the Equipment will be invoiced by INNOMAR and shall be paid at costs plus fifteen (15) percent handling charge.

**4.2 Services Prices:** All given prices for Services to be carried out by INNOMAR personnel, such as survey and training, are excluding travel costs and accommodation. These costs will be invoiced by INNOMAR and shall be paid at costs plus fifteen (15) percent handling charge.

**4.3 Day Rates:** All given prices for the day rates are on a door to door basis from/to INNOMAR office in Germany. The invoiced renting time is therefore from the day of leaving our office until the day of return at our office. The smallest rental period for all Equipment and Services is one (1) day unless otherwise agreed in writing.

**4.4 Payment Terms:** Unless we state otherwise in writing, payment terms are net thirty (30) days from our invoice date. Unless otherwise agreed, all payments shall be made in Euro and shall be made free of postal or other charges. We are entitled to offset payments against prior debt balances in your account. We have the continuing right to review your credit and change your payment terms, and may at any time demand advance payment, satisfactory security (such as, but not limited to, a confirmed, irrevocable letter of credit acceptable to us), or a guarantee of prompt payment prior to shipment.

**4.5 Overdue Sums:** We reserve the right to charge interest on all overdue sums at the rate of 1.5% per month (or the highest legal limit if lower than said amount), measured from the date the sums in question became payable to the date on which we receive full payment.

**4.6 Costs:** You are liable for any costs incurred by us if you change or cancel any order, and for all costs of collection of past due amounts (including attorney's fees).

## 5. Limitation of Liability

Our entire liability for any and all claims arising out of or in connection with these Terms is limited to the amounts you actually paid to us under the Terms. Further, neither we nor our suppliers are liable for any incidental, consequential, punitive damages or other damages, or loss of profits, loss of revenue, loss of data, loss of use of the Equipment, costs of cover, downtime and user time or for breach of any expressed or implied warranty or conditions, breach of contract, negligence, strict liability or any other legal theory related to the Equipment or Services. There is no implied warranty of satisfactory data quality or fitness for a particular purpose applying to the Equipment or Services.

## 13. Applicable Law

**13.1 Law and Settlement of Disputes:** In case of disputes, the parties shall endeavour to settle such dispute amicably. These Terms and any dispute, claim or controversy arising therefrom shall be governed by the laws of Germany. The venue for all disputes under or in connection with these Terms is Rostock, Germany.

**13.2 Severability:** These Terms may be severable and the invalidity, illegality or unenforceability in whole or in part of any provision does not affect the validity of other provisions.

**13.3 Force Majeure:** Neither party will be liable for non-performance (except for payment obligations) due to causes beyond its reasonable control, provided that such party promptly notifies the other in writing of such occurrence and makes its best efforts to promptly eliminate the effect thereof.

**13.4 Notices:** Any notice or other communication given by either party to the other regarding these Terms will be deemed given and served when delivered in writing (i) personally, or by (ii) e-mail with read-receipt, or (iii) by reputable international courier requiring signature for receipt, or (iv) five (5) business days after mailing, addressed to the party at its notice address. Either party may change its notice address by written notice to the other. Your notice address will be the address appearing on the accepted purchase order. Our notice address is: INNOMAR Technologie GmbH, Schutower Ringstr. 4, 18069 Rostock, Germany.

**13.5 Official Language:** The official language of these Terms is English. If there is a conflict between versions of these Terms in any other language, the English language version controls.