

General Terms and Conditions of Generator & Equipment Rental.

<p><u>Article 1: Definitions</u></p> <p>“Agreement” shall mean the Rental Agreement and all attachments thereto. All terms defined in the agreement shall have the same meaning herein.</p> <p>“Equipment” shall mean the machinery, equipment and other assets of the Lessor, which is the subject matter of the agreement and described under “Equipment Description” of Rental Agreement.</p> <p>Lessor’s Depot shall mean the Lessor’s facility in Dubai Investment Park, United Arab Emirates.</p> <p><u>Article 2: Possession and Return</u></p> <p>Lessor agrees to deliver possession to the Lessee and the Lessee agrees to take possession from the Lessor at the Lessor’s depot of the equipment, which will be the commencement date.</p> <p>Lessee agrees to surrender possession of the equipment in good condition to the Lessor at the Lessor’s depot on expiry or termination of the agreement.</p> <p>If the Lessee fails to surrender possession of the equipment on expiry or forfeit of the agreement for any reason whatsoever on the part of the Lessee, its servants or agents, the Lessee shall be liable to the Lessor for:</p> <ul style="list-style-type: none"> i) Full replacement cost of the equipment ii) All rental charges until the replacement cost of the equipment is paid by the Lessee. iii) 30% of full replacement value as administration charges 	<p><u>Article 5: Maintenance, Handling and Lessor’s Inspection of Equipment</u></p> <p>The Lessee shall maintain and preserve the Equipment in good order and condition and shall ensure routine servicing is performed at specified intervals with Lessor approved genuine parts.</p> <p>Lessor reserves the right to enter the premises where the Equipment is located for inspecting, repairing or observing the use of the equipment.</p> <p>Equipment is being used by the Lessee in compliance of the Rental Agreement and such maintenance is necessary due to normal wear and tear. Technician or Operator supplied by the Lessor to the Lessee to operate the Equipment shall be under the direction and control of the Lessee and the Lessee shall be responsible for all claims arising in connection with the operation to the Equipment to the client by the Technician or Operator.</p> <p><u>Article 6: Breakdown and Repairs</u></p> <p>In the event of breakdown of Equipment where the Lessee has not used the Equipment in compliance with the terms of the Agreement or if the equipment has been misused by the Lessee or its servants or exposed to items such as dirty fuel, salt spray, use of non-genuine parts etc. the Lessee shall be liable to the Lessor for:</p> <ul style="list-style-type: none"> i) Full cost of repairs or replacement of the Equipment ii) Rental charges until repaid/replacement and cost thereof is paid by the lessee. iii) 30% of full replacement value as administration charges 	<p><u>Article 9: Indemnification Insurance</u></p> <p>Lessee shall indemnify Lessor against and hold Lessor free and harmless for injury, death and property damage, incase of accidents involving the Equipment and staff and any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities including legal fees arising out of or connected with or resulting from the Equipment, including without limitation to the delivery, possession, use, operation or return of Equipment.</p> <p>The Lessee shall be responsible for all risks (including fire, theft, accident etc.) relating to the equipment from leaving the depot until such time as it is returned to the Lessor’s depot.</p> <p>The Lessee is responsible to maintain at its cost all insurances necessary to cover all risks arising out of this Rental Agreement, including Third Party Liability.</p> <p><u>Article 10: Termination</u></p> <p>The rental agreement may be terminated before the expiry of the Period of Rental:</p> <ul style="list-style-type: none"> i) by Lessor by giving 7 days written notice to the Lessee for monthly hires and 24hrs for daily and weekly hires ii) by Lessor upon failure of Lessee to clear the payment due to the Lessor iii) by Lessor upon failure of Lessee to observe or perform any provision of the rental agreement iv) by Lessor upon damage or destruction any of the equipment <p>The lessee agrees in advance to a transfer and/or assignment of all rights, claims and obligations under lease agreement(s) entered into between Manlift Power LLC and the lessee with respect to the leased asset(s) to a third party, as a result of which such third party shall become the counterparty of the hirer under such lease agreement, and the lessee shall hold the leased asset(s) as of the date of such transfer and/or assignment for the benefit of such third party in accordance with the terms and conditions of the lease agreement(s).</p>
<p><u>Article 3: Inspection</u></p> <p>Lessee agrees to inspect the Equipment, and give written notice to Lessor specifying full details in case of any defect and/or other proper objection to the Equipment within twenty-four hours after taking possession. Non-receipt of any written notice by Lessor from Lessee shall conclude that Lessee has inspected, acknowledged, and is fully satisfied that Equipment supplied by Lessor is correct and in good condition.</p> <p><u>Article 4: Use of Equipment</u></p> <p>Lessee shall use the Equipment with care and diligence and in compliance with all local laws and as set out as in the user manuals for the specific equipment.</p> <p>The Lessee agrees to run the equipment at not less than forty percent and not more than eighty percent of the rated output, or as outline in the user manuals. In case of damage to the generators arising from non-conformance of this condition the Lessee agrees to reimburse Lessor for repair and/or replacement (at discretion of the Lessor) of the equipment.</p>	<p><u>Article 7: Loss and Damage to Equipment</u></p> <p>Lessee assumes full responsibility and risk for all losses and damage to Equipment and the Lessee shall be liable to the Lessor for:</p> <ul style="list-style-type: none"> i) Full cost of replacement of the Equipment ii) Rental charges until repaid/replacement and cost thereof is paid by the lessee. iii) 30% of full replacement value as administration charges <p><u>Article 8: No Implied Warranties</u></p> <p>Lessor makes no implied warranties as to any matter whatsoever including without limitation the condition of the Equipment, its merchantability or fitness for any particular purpose.</p>	<p><u>Article 11: Miscellaneous</u></p> <p>This Agreement and the rights and obligations hereunder shall be governed by and interpreted, construed and enforced in accordance with the laws of the United Arab Emirates</p>