

TERMS AND CONDITIONS OF EQUIPMENT RENTAL



Terms and Conditions of Equipment Rental

The **Terms and Conditions of Equipment Rental** together with the **Contract Hire Schedule** shall be read together to form the entire agreement between the parties hereto (the "**Agreement**").

This Agreement is entered into between:

1. **Manlift LLC**, a private limited liability company incorporated under the laws of the United Arab Emirates, having its registered office at Dubai Investment Park and registered with the chamber of commerce under number [●] (the "**Lessor**"); and
2. The party named as the Hirer in the **Contract Hire Schedule** (the "**Hirer**")

The Lessor and the Hirer are hereinafter also referred to as a "**Party**" and collectively as the "**Parties**",

RECITALS:

- (A) The Lessor, together with its group companies, distributes around the world, through sales and rentals, aerial work platforms, power generators, truck mounted lifts, scaffoldings, containers, spare parts and any other equipment from a variety of manufacturers.
- (B) The Hirer wishes to rent from Lessor aerial work platforms, equipment and other objects as specified in the **Contract Hire Schedule** (the "**Equipment**") in the UAE (the "**Territory**").
- (C) The Parties wish to enter into this Agreement to provide for the terms and conditions of the lease of the Equipment as set out herein.

THE PARTIES HAVE AGREED AS FOLLOWS:

1. INTERPRETATION

- 1.1. In this Agreement, including the recitals, unless otherwise required by the context hereof, capitalized terms shall have the meaning as set forth in **ANNEX A**.
- 1.2. Clause and schedule or annex headings are inserted for convenience only and do not affect the construction and interpretation of this Agreement.
- 1.3. Words in the singular include the plural and words in the plural include the singular. A reference to one gender includes a reference to the other gender.
- 1.4. A reference to a law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.5. References to writing shall include any modes of reproducing words in a legible and non-transitory form.
- 1.6. The schedules, annexes and any other attachments to this Agreement form an integral part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement and any reference to the Agreement shall include the schedules, annexes and any other attachments to this Agreement.

2. RENT

- 2.1. The Lessor shall rent the Equipment to the Hirer and the Hirer shall accept to rent such Equipment from the Lessor, subject

to the terms and conditions set forth in this Agreement.

- 2.2. Any and all additional equipment rented by the Lessor to the Hirer after the date of this Agreement pursuant to a Rental Order shall be deemed Equipment and shall be rented subject to the terms and conditions of this Agreement.
- 2.3. Rental Orders shall at all times refer to the contract number of the Agreement, and be supplied to the Lessor in writing upon which if accepted by the Lessor it shall be co-signed by the Lessor and promptly returned to the Hirer.

3. RENT AND PAYMENT

- 3.1. Rent is due for the entire term of this Agreement, in accordance with the Contract Hire Schedule, or as set forth in Clause 11.6, as applicable.
- 3.2. The Rent for the Equipment is set out in the Contract Hire Schedule. Rent is based on the rent of the Equipment for 8 (eight) hours per day and 7 (seven) days per week, which consequently results in 56 (fifty six) operating hours of the Equipment per week. If the Equipment is used for more than 56 (fifty six) operating hours per week (or the pro rata equivalent thereof if the Equipment is rented for a shorter period), the Rent shall be increased accordingly on a pro rata basis.
- 3.3. Rent shall be paid by the Hirer within 30 (thirty) days after the invoice date on a bank account of, and designated by, the Lessor. All payments made by the Lessor and all payments made to the Lessor under this Agreement shall be made in AED.
- 3.4. Rent is exclusive of VAT, transportation costs and operational expenses and/or costs, such as costs for an operator, maintenance, regular repairs, storage, fuel, taxes/fiscal duties, hydraulic oil and/or lubricants.

- 3.5. The Hirer is not entitled to withhold or deduct or to set-off any payment from or against any amounts due to the Lessor.

- 3.6. Rental prices may be unilaterally changed by the Lessor if the costs of the Lessor increase due to changes in laws and regulations.

4. INTEREST AND COSTS

- 4.1. If the Hirer fails to pay any amount within the thirty-day term as stated in Clause 3.3 of this Agreement, the Lessor shall be entitled to send a default notice to the Hirer [and the Guarantor] and if no payment has been received from the Hirer within 7 (seven) days after the date of aforementioned default notice, all claims for payment of the relevant outstanding amount shall be immediately due and payable in full by the Hirer. In addition, the Hirer shall be obliged to pay to the Lessor interest of 1.5% (one and a half percent) per month with respect to the outstanding amount until the date of payment in full, notwithstanding any other rights the Lessor may have under this Agreement or the applicable law.
- 4.2. Any (extrajudicial or other) costs incurred by the Lessor in relation to the collection of any amounts due (including but not limited to legal expenses, damages and/or penalties) shall be borne by the Hirer.

5. **DELIVERY**
- 5.1. The Equipment shall be delivered by the Lessor to the Hirer on [date] and at

[location to be specified by the Hirer], at the cost and expense of the Hirer. If such location is not or not easily accessible, the Equipment shall be delivered as close as possible to the aforementioned address. Subsequent transport to the agreed location shall be carried out by, and shall be at the risk and expense of, the Hirer.

- 5.2. Any dates specified by the Lessor for delivery of the Equipment are indicative and non-binding.

6. OWNERSHIP AND SUBLEASE

- 6.1. The Lessor shall at all times maintain (exclusive) title to and ownership of the Equipment.
- 6.2. The Hirer may not, and shall have no power or authority whatsoever to, sell, mortgage, pledge, create any lien upon, hypothecate, withhold, exercise any right of retention (retentierecht) or otherwise dispose of in any manner, or encumber the Lessor's title to the Equipment.
- 6.3. The Hirer may not and shall have no power of authority to, sublease the Equipment to any third party, without the prior written consent of the Lessor, which the Lessor shall be entitled to provide or withhold at its own absolute discretion.
- 6.4. In the event that a sub-lease is approved by the Lessor, prior to any sub-lease of the Equipment by the Hirer to its customers the Hirer shall inform the Lessor thereof and shall at all times provide the Lessor with detailed information on the location where the Equipment is located. The Hirer shall procure that any sub-lease is identical to the terms and conditions of this Agreement, and that the sub-Hirer provides written acknowledgement of its acceptance of such terms and conditions to the Lessor's satisfaction. Copies of such documentation shall be made available to the Lessor upon request. At all times the Hirer shall remain fully liable for the fulfilment of its obligations under this Agreement.

- 6.5. In the event of any third party threatening, attempting, seeking to seize any Equipment or to establish or assert any right to any Equipment, the Hirer shall (i) immediately inform the Lessor thereof in writing, (ii) inform such third party in writing by registered mail and/or e-mail with confirmation of receipt that the Lessor has ownership of such Equipment; (iii) provide the Lessor with a copy of the available documents concerning such seizure, including the notification mentioned in this Clause 6.4 under (ii); and co-operate fully with the Lessor to procure the return of the Equipment and generally to protect the interests of the Lessor.

7. OPERATION, USE AND MAINTENANCE

- 7.1. The Hirer shall use the Equipment in a careful and proper manner, consistent with its nature and purpose, in accordance with any instructions, recommendations, and/or (general guidelines or specific instructions in) manuals from the manufacturer or the Lessor, and shall comply with all requirements of any applicable law relating to the possession, use and maintenance of such Equipment.
- 7.2. The Hirer shall be responsible for the regular daily maintenance of the Equipment as described in the relevant

- service handbook which is provided to the Hirer together with the delivery of the Equipment, such as refilling of lubricants, acids and fluids in accordance with the manufacturer's or the Lessor's instructions and recommendations.
- 7.3. The Hirer shall procure that only duly trained and skilled operators and mechanics shall use, operate or repair and service the Equipment and that the Equipment is operated within its safety-operation limits, as provided in Clause 7.1, and shall be maintained in a professional way. The Hirer requires prior approval from the Lessor to perform any repairs to the Equipment which does not qualify as regular daily maintenance as mentioned in Clause 7.2.
- 7.4. The Hirer shall not use the Equipment (i) at any other location than where the Equipment is delivered by the Lessor and (ii) on a surface suitable for the use of the relevant Equipment.
- 8. DAMAGES, DEFECTS, LOSS AND NOTIFICATION**
- 8.1. The Hirer shall notify the Lessor of any damage to, or breakdown or defect of, the Equipment in writing, within 24 (twenty-four) hours of delivery.
- 8.2. In case no damage or defect is notified in writing to the Lessor upon delivery of the Equipment within the aforementioned 24 (twenty-four) hour period, the Equipment is deemed to be delivered free of damages and defects.
- 8.3. In case of any damage, theft or any circumstance arising which may give rise to an Insured Loss, the Hirer shall notify the Lessor thereof in writing within 24 (twenty-four) hours, and immediately inform the police thereof. A copy of the police report shall promptly be provided to the Lessor.
- 8.4. In case of a defect or breakdown of the Equipment during the term of this Agreement, and such breakdown or defect is not attributable to the Hirer, the Lessor shall repair or replace the Equipment (as is deemed appropriate by the Lessor).
- 8.5. Where the Equipment is subject to an Insured Loss, the Lessor and Hirer shall liaise with each other and insurers to ensure the effective replacement and repair of the Equipment.
- 9. LIABILITY**
- 9.1. The Hirer shall at all times be responsible for the use and care of the Equipment while in its possession and shall be liable to the Lessor for any damage, theft, or loss howsoever caused, that may occur to the Equipment during the period of the Lease or while in the Hirer's control or possession, including any such damage, theft or loss under any sub-lease.
- 9.2. Any liability of the Hirer pursuant to Clause 9.1 shall be subject to the deduction of any amounts paid by way of Insurance Claim under the Insurance Policies.
- 9.3. The Lessor shall in no circumstances whatsoever be responsible for any losses, liabilities, claims or damages whatsoever or howsoever arising (Claims), that may be sustained by the Hirer, its employees, agents or representatives, or any third parties, including the general public, arising from the use of the Equipment while in the Hirer's possession, including but not limited to Claims arising from loss of life or physical injury, workmen's compensation, product liability or product recall, business interruption, uninsured losses, loss of profits, costs, expenses or consequential losses of any nature.
- 9.4. The Hirer hereby indemnifies and holds harmless the Lessor against all and any liabilities, claims, damage or losses, including all costs and expenses whatsoever or howsoever arising out of any damage, theft or loss as envisaged under Clause 9.1 above and in respect of the Claims sent out in Clause 9.2 above. The Lessor shall be entitled to hold the Hirer liable for all and any amounts for which the Lessor may be held liable in respect of any Claims which are not covered by the Insurance Policies.
- 10. INSURANCE**
- 10.1. Unless expressly stated in the Contract Hire Schedule, the Lessor shall arrange insurance for the Equipment in accordance with the cover to be provided by the Insurance Policies, as detailed in **Annex B**. Full details of the Insurance Policies will be made available to the Hirer on request.
- 10.2. Unless expressly stated in the Contract Hire Schedule, the costs of arranging insurance for the Equipment shall be borne by the Hirer, including any additional insurance cover required during the Term, and shall be included in the Rent.
- 10.3. The Hirer confirms that it will comply at all times with the Terms and Conditions of Insurance.
- 10.4. Any loss or damage which would, but for the breach of the Hirer of the Terms and Conditions of Insurance, have been an Insured Loss shall be deemed an Uninsured Loss.
- 10.5. The Lessor shall provide the Hirer with a copy of the insurance policies in relation to the Equipment upon written request.
- 10.6. The Hirer shall not transport or sublease (to the extent permitted hereunder) the Equipment to, or otherwise keep or use the Equipment in any country other than the Territory, without the express written consent of the Lessor, and confirmation that the Insurance Policies have been extended to cover the Equipment in such other country.
- 10.7. In case of a breach by the Hirer of the provisions of this Clause 10, the Hirer shall be liable for any and all damages resulting therefrom, including but not limited to the Lessor's legal expenses, fines and/or other governmental sanctions. Failure by the Hirer to comply with the Terms and Conditions of Insurance shall not result in any liability on the part of the Lessor.
- 10.8. Where insurance is to be arranged by the Hirer:
- (a) The Hirer shall arrange for the Insurance Policies to provide cover for the Equipment in accordance with the requirements set out in Annex B with insurers authorised to provide cover in the Territory, on terms which are reasonably acceptable to the Hirer;
- (b) The Insurance Policies shall note the interest of the Lessor as the owner / renter of the Equipment in a form reasonably acceptable to the Lessor;
- (c) The Insurance Policies shall contain suitable non-vitiation provisions confirming that the Lessor's interest in the cover provided by the Insurance Policies shall not be in any way be rescinded, avoided or cancelled as a result of any action by the Hirer, including misrepresentation or non-disclosure of material facts, non-payment of premium, and/or a breach of policy terms and conditions by the Hirer, and shall be maintained in place in respect of the Lessor's interests notwithstanding any such breach of the policy terms and conditions by the Hirer;
- (d) The Hirer shall provide full copies of the Insurance Policies to the Lessor prior to delivery of the Equipment, or as may be otherwise agreed by the Lessor;
- (e) The Hirer shall be responsible for payment of the premium due in respect of the Insurance Policies, and shall be responsible for ensuring the ongoing validity and renewal of the Insurance Policies for the duration of the full term of the Rental Order;
- (f) The Hirer shall be responsible for ensuring all notifications required under the Insurance Policies are made to insurers in accordance with the terms and conditions of the Insurance Policies, and that all information and co-operation required by the insurers is provided by the Hirer, including in relation to any claims notifications under the Insurance Policies;
- (g) The Lessor shall be entitled to payment of its losses first from any indemnity paid under the Insurance Policies, before any payment is received by the Hirer. To the extent any such payment is made by insurers to the Hirer, the Hirer shall hold such sum in trust and on account for the Lessor;
- (h) Where the Hirer fails to comply with its obligations under this clause, the Lessor shall be at liberty to assume responsibility for arranging the Insurance Policies, including replacement Insurance Policies, and shall be entitled to collect all premiums and costs incurred in undertaking such tasks from the Hirer.
- 11. RETURN OF EQUIPMENT**
- 11.1. Upon expiry or termination of this Agreement, the Lessor shall collect the Equipment at the location where the Equipment was delivered and the Hirer shall make sure that the Equipment is ready, available and accessible for collection.
- 11.2. Except for normal wear and tear, the Equipment shall be in the same condition as it was upon delivery and shall be fully cleaned at the moment the Equipment is collected by the Lessor. In the event that the Equipment is not in a state as set forth in the previous sentence, the Lessor will promptly inform the Hirer thereof together with a written notification of the costs required for cleaning and/or repair of the Equipment. Said costs will be reimbursed by the Hirer to the Lessor within 30 (thirty) days after the date of the written notification.
- 11.3. The Hirer shall provide the Lessor at first demand (a) a detailed list of locations where the Equipment is held or used and (b) access to the premises where the Equipment is used to inspect or collect the Equipment.
- 11.4. The Hirer agrees to pay the Lessor the cost of any inspections performed by the Lessor or a third party inspection service (if any) upon return of the Equipment.
- 11.5. All Equipment not returned to the Lessor for whatever reason, or damaged beyond

- repair will be paid for by the Hirer at the respective manufacturer's then current list price (new) of such Equipment.
- 11.6. If (a) the Equipment is not available for collection or not timely returned to the Lessor for whatever reason, or (b) is damaged beyond repair and the Hirer fails to pay for damages as set forth herein, rent shall continue to be charged by the Lessor and shall continue to be payable by the Hirer.
12. **TERM AND TERMINATION**
- 12.1. The term of this Agreement shall be for [period] years from the date hereof, unless terminated earlier in accordance with Clause 12.2.
- 12.2. This Agreement, and any related Rental Order, may be terminated without any notice being required by the Lessor:
- (i) Any licenses, authorisations or permissions of the Hirer to operate the Equipment are withdrawn, not renewed or expire without being renewed;
- (ii) if the Hirer becomes or is deemed to be insolvent or unable to pay its debts;
- (iii) if a petition is presented or meeting convened or resolution passed for the purpose of winding up the Hirer;
- (iv) if the Hirer enters into liquidation whether compulsorily or voluntarily or compounds with its creditors generally;
- (v) if the Hirer has a receiver or administrator appointed over all or any part of its assets; or
- (vi) the Hirer takes or suffers any similar action as set forth above under (i) up to and including (v) in any jurisdiction;
- (vii) for a breach of contract by the Hirer, provided that due notice has been given of the alleged breach and such breach has not been cured within 10 (ten) days thereof;
- (viii) if there is a change in the control or management of the Hirer; or
- (ix) in the event in the reasonable opinion of the Lessor a material adverse change in relation to the use of the Equipment by the Hirer, or more generally in respect of the Hirer has occurred.
- 12.3. In case of early termination of this Agreement, (i) each related Rental Order shall automatically be terminated without any further notice being required and (ii) the Lessor shall charge the Hirer and the Hirer shall pay the Lessor the agreed rent for the agreed duration of this Agreement and/or the duration of the related Rental Orders.
- 12.4. Without prejudice to the other provisions of this Agreement, all obligations of the Hirer under this Agreement shall continue to apply after the date of termination or expiry of this Agreement and the related Rental Orders (including but not limited to the obligations set forth in Clause 10 (Insurance)).
- 12.5. Upon the expiry or termination of this Agreement, all rights and obligations of the Parties under this Agreement shall cease, except for (i) the obligation of the Hirer to pay or indemnify any amounts due, or becoming due, as of, or after the date of, termination or expiry, (ii) any other obligation set forth in this Agreement which is to take effect after the date of termination or expiry and (iii) the provisions of Clause 11 (Return of Equipment) and Clause 16 (*Governing Law and Jurisdiction*) of this Agreement.
13. **GUARANTEE**
The Guarantor hereby guarantees, by co-signing this Agreement, (i) the due performance by the Hirer of its respective obligations under, and compliance by the Hirer with the terms of, this Agreement, and (ii) the full and prompt payment when due of all obligations and liabilities of the Hirer to the Lessor under this Agreement.
14. **CONFIDENTIALITY**
Each Party shall keep, and shall procure that its Affiliates shall keep, confidential all information with respect to the other Party and/or their respective Affiliates or businesses (the "**Confidential Information**") (it being understood that this obligation shall not be deemed to be breached in respect of any disclosure of Confidential Information pursuant to any law, regulation, stock exchange rules or insurance purposes or for the purposes of obtaining professional advice). The obligation to keep such information confidential shall not apply to information that: (i) was lawfully obtained by a Party from other sources than the Party to which such information relates or any of its Affiliates, unless the disclosing Party reasonably should have recognised that the relevant information was released in violation to a confidentiality obligation owed to the Party to which such information relates; or (ii) has been released or was already part of the public domain.
15. **MISCELLANEOUS**
- 15.1. **Terms and conditions.** The Parties hereby renounce and waive the applicability of any of their standard terms and conditions.
- 15.2. **Entire agreement.** This Agreement (together with all documents referred or attached to in this Agreement and Rental Orders entered into pursuant to this Agreement) constitutes the whole and only agreement and understanding between the Parties in relation to its subject matter. All previous understandings, agreements, undertakings and arrangements of any nature whatsoever between the Parties with any bearing on the subject matter of this Agreement are superseded and extinguished (and all rights and liabilities arising by reason of them, whether accrued or not at the date of this Agreement, are cancelled).
- 15.3. **Variation.** Variations to this Agreement shall only be of effect if they are agreed in writing and signed by or on behalf of each Party.
- 15.4. **Costs.** Each Party shall pay its own costs, charges and expenses in relation to the negotiation, preparation, execution and implementation of this Agreement and the transactions contemplated thereby.
- 15.5. **Notices.** All communications to be given in connection with the matters contemplated by this Agreement shall except where expressly provided otherwise be in writing and in the English language and shall be delivered to the addresses as per the Contract Hire Schedule.
- 15.6. **Partial invalidity.** Each of the provisions of this Agreement is severable. If any such provision is or becomes illegal, invalid or unenforceable (whether in whole or in part) in any respect under the law of any jurisdiction:
- (a) that shall not affect or impair the legality, validity or enforceability in that jurisdiction of the other provisions of this Agreement (if these other provisions are not inextricably related to the illegal, invalid or unenforceable provision), or of that or any provisions of this Agreement in any other jurisdiction; and
- (b) the Parties will use reasonable endeavours to negotiate in good faith with a view to replacing it with one or more provisions which are not illegal, invalid or unenforceable and which differ from the replaced provision as little as possible, always taking into account the substance and purpose of this Agreement.
- 15.7. **Counterparts.** This Agreement may be executed in any number of counterparts each of which when executed and delivered by one or more of the Parties to this Agreement is an original, but all the counterparts together constitute the same document provided that this Agreement shall not be effective until each Party has executed and delivered at least one counterpart.
- 15.8. **Assignment.** The Lessor may, with written notice to the Hirer, assign, transfer or otherwise dispose of any of its rights or obligations under this Agreement to any of its Affiliates, to which assignment the Hirer hereby consents.
16. **GOVERNING LAW AND DISPUTE RESOLUTION**
- 16.1. This Agreement will be governed exclusively by and construed in accordance with the laws of the Dubai International Financial Centre.
- 16.2. Any dispute arising out of or in connection with this Agreement, including but not limited to any question regarding its existence, formation, performance, interpretation, nullification, termination or validity shall be referred to and finally resolved by arbitration in accordance with the Rules of the DIFC Court for the time being, which rules are deemed to be incorporated by reference into this Clause 16.2. For the purposes of any arbitration proceedings commenced pursuant to this Clause 16.2:
- (a) the number of arbitrators shall be one;
- (b) the seat, or legal place, of arbitration shall be the UAE;
- (c) the place at which the arbitration takes place shall be the UAE; and
- (d) the language to be used in the arbitral proceedings shall be English.
- (e) Each of the Parties:
- (i) will not challenge any arbitral award made pursuant to arbitration proceedings conducted in accordance with Clause 16; and
- (ii) will not object to or challenge any application to enforce any arbitral award made pursuant to arbitration proceedings conducted in accordance with Clause 16 in any court and it will submit to the jurisdiction of that court for the purposes of those enforcement proceedings.

ANNEX A – DEFINITIONS

In this Agreement capitalized terms shall have the following meaning:

"Affiliates"	means (a) in relation to a company: a legal entity or a person, as the case may be, who is either a direct or indirect subsidiary or parent of that company or which is under common control with that company and (b) in relation to an individual: a company, a legal entity or a person, as the case may be, who is under common control of that individual; for the purposes of this definition an entity is deemed a subsidiary of a company or individual if such company or individual holds 50% or more of its issued capital or such company or individual is otherwise able to exercise control thereof and an entity or a person is deemed a parent of a company if such entity or person holds 50% or more of the company's issued capital or such entity or person is otherwise able to exercise control thereof;
"Agreement"	means this Rental Framework Agreement including its recitals and together with its Annexes;
"Confidential Information"	has the meaning given to it in Clause 14;
"Contract Hire Schedule"	means the summary Hire Agreement completed by the Lessor and Hirer setting out the key commercial terms of the Agreement and forming part of the Agreement;
"DIFC"	means the Dubai International Financial Centre;
"DIFC Court"	means the courts of the Dubai International Financial Centre;
"Equipment"	has the meaning given to it in Recital B;
"Hirer"	has the meaning given to it in the preamble;
"Insured Loss"	means any loss or damage to the Equipment or any incident or circumstance arising which give rise to, or could potentially give rise to, a claim which is the subject of the cover under the Insurance Policies set out in Annex B;
"Insurance Policies"	means the insurance policies that are arranged in respect of the Equipment as providing the cover set out in Annex B hereto which are currently in force;
"Lessor"	has the meaning given to it in the preamble;
"NAI"	means the Netherlands Arbitration Institute;
"Parties"	means the Lessor and the Hirer collectively;
"Party"	means the Lessor or the Hirer, as the case may be;
"Rent"	means the amount payable in respect of the rental of the Equipment as specified in the Contract Hire Schedule
"Rental Order"	means any agreement pursuant to which and/or order upon which the Lessor

rents Equipment to the Hirer;

"Rules" means the Rules of the Dubai International Financial Centre Courts 2014, and specifically Part 43 which deals with arbitration claims (or such equivalent rules which are applicable at any given time);

"Terms and Conditions of Insurance" means the terms and conditions of the Insurance Policies;

"Territory" has the meaning given to it in Recital B;

"Uninsured Loss" means any loss or damage or liability, howsoever caused or arising, including all costs connected therewith, which is not covered by the Insurance Policies, including but not limited to damages resulting from the improper use of the Equipment, the use of Equipment by unauthorised persons losses or liabilities which are excluded from the Insurance Policies on account of a breach of the terms and conditions of such Insurance Policies, and which are declined by insurers for any reason whatsoever.

CONFIDENTIAL

ANNEX B – TERMS OF INSURANCE

The Insurance Policies required to be arranged shall cover at least the following in respect of the Lessor's rental of the Equipment for the full term of the Rental Order:

Equipment to be insured:

Land based equipment owned and/or rented out by the Lessor mainly being self-propelled aerial work platforms and scissors, telescopic and articulating boom lifts, generators.

Lessor's interests:

Parties insured to include:

Manlift Middle East LLC, Manlift Power LLC, Manlift Middle East LCC- Abu Dhabi Branch, Manlift Power LCC – Abu Dhabi Branch, Manlift Qatar LCC, Manlift Power Qatar LCC

Land based Equipment insurance

Insurance to be arranged to cover the full replacement costs of the Equipment

The insurance is in force under all circumstances and situations including while working and or being transported by land, water or air.

Liability insurance

Insurance to be arranged to include all liability of the Hirer and Lessor arising from the use of the Equipment, including third party liability, general liability, product liability insurance.

1. DATA PROTECTION

- 1.1. Parties will comply with their obligations under the General Data Protection Regulation (GDPR) regarding processing of personal data when executing the Agreement.
- 1.2. Each party guarantees that the personal data that are shared with the other party, for the execution of the Agreement, are correct, legally obtained, not excessive and not illegal nor infringe on a right of a third party.
- 1.3. Each party will be responsible, with regard to the execution of the Agreement, for its own processing of personal data. Lessee shall indemnify the Lessor against any legal action by individuals whose personal data are processed in the execution of the Agreement by the Lessee, or for which the Lessee is responsible under the Agreement, by law or otherwise, unless Lessee proves that the facts underlying the claim of the individual should be attributed exclusively to Lessor. If Lessor considers relevant to the execution of the Agreement, Lessee shall, upon request by the Lessor, inform the Lessor in writing without delay on how the Lessee implements its obligations in compliance with GDPR.