Rental Service Terms of United Rentals UK Limited in Brigg, United Kingdom

Rental and Service Terms
The below terms apply to your rental of equipment from or provision of services by United Rentals.

Last Update: November 2021

1. Definitions
"**Agreement**" means the Reservation Details, together with any associated Rental and Service Agreement, including these Rental and Service Terms which are incorporated by reference therein.

"**Category A Regulated Material**" includes any high-risk Material that falls into one of the following categories: (i) radioactive, (ii) infectious, or (iii) acutely toxic (in each case as is defined, listed or regulated as such by any Regulation).

"**Category B Regulated Material**" includes any medium-risk Material that falls into one of the following categories: (i) health hazardous, (ii) corrosive (in either case as is defined, listed or regulated as such by any Regulation), or (iii) is a waste stream which contains a volume of 5% or 5%+ of any Material that falls within categories (i) or (ii) of this Category B Regulated Material definition.

"**Customer**" means the person or entity identified as such in the Reservation Details or any representative, agent, officer or employee of Customer.

"**Equipment**" means any one or more of the items identified as rental items in the Reservation Details and any accessories, attachments or other similar items delivered to Customer including, but not limited to, pipes, filter bags, filter screens, air hoses, electric cords, blades, welding cables, liquid fuel tanks and nozzles.

"**Material**" means any material, substance or waste.

"**Non-regulated Materials**" means any Material which is not a Category A Regulated Material or a Category B Regulated Material.

"**Regulation**" means any law, regulation, ruling or order of any government authority and any technical norm generally accepted in the relevant industry, including but not limited to all ISO, EN or DIN norms, each as in operation and effect in any Regulation Country.

"**Regulation Country**" means the country of United's offices as indicated in the Agreement and any country in which the Equipment is or will be situated during the time period in which it is in the possession of the Customer or in which it must be returned to United under the Agreement.

"**Regular Business Hours**" means Monday to Friday between the hours of 8.00 a.m. - 5.00 p.m. in the Regulation Country.

"**Rental and Service Agreement**" means the agreement made between Customer and United for United to rent Equipment and/or provided Services, whether that Agreement is made in person at the Store Location, online, or at the time of Equipment delivery, and which incorporates by reference these Rental and Service Terms and which identifies the Equipment to be rented by Customer. The Agreement incorporates these Rental and Service Terms by reference.

"**Rental Period**" means the period of time between the "Rental Out" and "Scheduled In," set forth in the Rental and Service Agreement, except that the Rental Period may terminate earlier as provided in Sections 18 and 28 hereof or if Customer returns the Equipment earlier.

"**Reservation Details**" means the Equipment, Rental Period, delivery information, payment information and other information set forth on the Confirmation/Order Summary Screen or the Rental and Service Agreement, as the case may be.

"**Service" or "Services**" means the services provided by United in connection with the rental of Equipment, including Trench Services, Scaffolding Services, Portable Sanitation Services, Fluid Solutions Services, Power and HVAC Services and Tool Services (each as defined in Section 27 below).

"**Specialty Media**" means specialty filtration materials purchased in connection with the rental of Equipment used for fluid solutions, such as filter bags, screens, sand, gravel, carbon, or other materials used to remove certain contaminants or other materials.

"**Store Location**" means the United address set forth in the Rental and Service Agreement.

"**Tanks**" means the Equipment identified as rental items as part of the Fluid Solutions Services in which Customer stores materials.

"**United**" means United Rentals UK Limited in Brigg, United Kingdom.

"**Vehicle**" means each vehicle; and "Vehicles" collectively refers to each such Vehicle.

2. Authority to sign; form contracts

Any individual signing the Agreement represents and warrants that he or she is of legal age and has the authority and power to sign this Agreement on behalf of Customer.

3. Indemnity/ Hold harmless

TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD UNITED, AND ANY OF ITS RESPECTIVE OFFICERS, AGENTS, SERVANTS OR EMPLOYEES, AND AFFILIATES, PARENTS AND SUBSIDIARIES, HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, LOSS, DAMAGE OR COSTS (INCLUDING, BUT NOT LIMITED TO, LEGAL FEES, LOSS OF PROFIT, BUSINESS INTERRUPTION OR OTHER SPECIAL OR CONSEQUENTIAL DAMAGES, DAMAGES RELATING TO PROPERTY DAMAGE, BODILY INJURY OR DAMAGES RELATING TO WRONGFUL DEATH) ARISING OUT OF OR RELATED TO THE (A) INSTALLATION, OPERATION, USE, POSSESSION OR RENTAL OF THE EQUIPMENT, OR (B) ERRORS, OMISSIONS OR INACCURACIES IN THE DOCUMENTS OR OTHER INFORMATION PROVIDED BY CUSTOMER, OR OBTAINED FROM OTHERS, UPON WHICH UNITED RELIES WHEN PROVIDING THE EQUIPMENT OR SERVICES. THIS INDEMNITY PROVISION ALSO APPLIES TO ANY CLAIMS ASSERTED AGAINST UNITED BASED UPON STRICT OR PRODUCT LIABILITY CAUSES OF ACTION. HOWEVER, CUSTOMER SHALL NOT BE OBLIGATED TO INDEMNIFY UNITED FOR THAT PART OF ANY LOSS, DAMAGE OR LIABILITY CAUSED SOLELY BY THE INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OF UNITED. IN FURTHERANCE OF, BUT NOT IN LIMITATION OF THE INDEMNITY PROVISIONS IN THIS AGREEMENT, CUSTOMER EXPRESSLY AND SPECIFICALLY AGREES THAT THE FOREGOING OBLIGATION TO INDEMNIFY SHALL NOT IN ANY WAY BE AFFECTED OR DIMINISHED BY ANY STATUTORY OR CONSTITUTIONAL LIMITATION OF LIABILITY OR IMMUNITY CUSTOMER ENJOYS FROM SUITS BY ITS OWN EMPLOYEES. THE DUTY TO INDEMNIFY WILL CONTINUE IN FULL FORCE AND EFFECT NOTWITHSTANDING THE EXPIRATION OR EARLY TERMINATION OF THE AGREEMENT.

4. Inspection of equipment

Customer acknowledges that Customer has inspected the Equipment prior to taking possession thereof, finds it in good working order and repair, and suitable for Customer's needs. Customer further acknowledges that Customer has inspected the propulsion tank of vehicles registered and licensed, or required to be registered and licensed, for use on any highway or public road prior to taking possession thereof, and such propulsion tank contained no dyed fuel (to the extent that dyed fuel is prohibited for use in the jurisdiction) or any fuel which is not Compliant Fuel as defined in clause 7A. Customer has inspected or will inspect all hitches, bolts, safety chains, hauling tongues, and other devices and materials used to connect the Equipment to Customer's towing vehicle, if any. Customer acknowledges United is not responsible for any damage to Customer's towing vehicle caused by detachable hitches or mirrors. With respect to the rental of Tanks, Customer shall take independent action to ensure that any materials Customer stores in the Tanks are chemically compatible with the Equipment. Customer shall provide United with the safety data sheet ("SDS") or verified laboratory tests that identify the material Customer stores in the Tanks.

5. Limitation of liability

To the extent permitted by any law, in no event shall United be liable or responsible to Customer or any other party for: (i) any loss, damage or injury caused by, resulting from or in any way connected with the Equipment, its operation or its use; (ii) United's failure to deliver the Equipment as required hereunder or United's failure to repair or replace non-working Equipment; or (iii) any incidental, consequential, or special damages, even if so advised of the possibility of such damages. Customer acknowledges and assumes all risks inherent in the operation, use and possession of the Equipment from the time the Equipment is delivered to Customer until the Equipment is returned to United and will take all necessary precautions to protect all persons and property from injury or damage from the Equipment. Nothing in the Agreement limits United's liability for (a) death or personal injury caused by negligence; and (b) fraud or fraudulent misrepresentation.

6. Customer responsibilities

Customer shall provide United with the information and the documentation United requests to assess, plan, and perform the Services and/or provide the Equipment. All Equipment is provided and Services are performed based on information provided by Customer or others and United is relying on the accuracy and completeness of such information in providing the Equipment and performing such Services. Customer recognises that it is impossible for United to assure the accuracy, completeness and sufficiency of information provided by others, either because it is impossible to verify, or because of errors or omissions that may have occurred in assembling such information. Customer is responsible for providing a secure and safe work environment for all parties, including United and its employees, and for ensuring that the Services are carried out in compliance with applicable laws.

7A. Use of equipment

Customer is familiar with the proper operation and use of each item of Equipment Customer has selected the Equipment based on its requirements and will not use or allow anyone to use the Equipment for an illegal purpose or in an illegal manner; without a license, if required under applicable law; or who is not qualified to operate it. Further, Customer shall use the Equipment only (i) in the ordinary course and for the purpose of the Equipment, (ii) in accordance with instructions provided to Customer by United in the Rental and Services Agreement, and (iii) in accordance with Applicable Law. Customer shall not insert, or permit to be inserted, any dyed fuel into the propulsion tank of vehicles or other diesel driven equipment, registered and licensed, or required to be registered and licensed, for use on any highway or other public road to the extent that dyed fuel is prohibited for use in the jurisdiction. In addition, Customer

shall only use diesel fuel that meets EN 590 requirements ("**Compliant Fuel**"). **CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD UNITED HARMLESS FROM ALL FINES, PENALTIES, DAMAGE TO EQUIPMENT AND ANY OTHER COSTS INCURRED BY UNITED DUE TO DYED FUEL BEING INTRODUCED INTO THE PROPULSION TANK OF SUCH VEHICLES.** Customer agrees to: (i) check filters, oil, fluid levels and tire air pressure; (ii) clean and visually inspect the Equipment daily; and (iii) immediately cease using the Equipment and immediately notify United if Equipment needs repair or maintenance. Customer acknowledges that United has no responsibility to inspect the Equipment while it is in Customer's possession. United shall have the right to replace the Equipment with other reasonably similar equipment at any time and for any reason.

7B. Regulated materials

If Customer intends to use the Equipment for the storage and handling of Regulated Materials, the following terms set forth in this Section shall apply.

1. Tank Testing, Pump Handling and Filter Handling. Customer acknowledges that the Equipment may have contained Regulated Materials in the past. Customer may, at Customer's expense, test the Equipment for the presence of residual amounts of Regulated Materials prior to taking possession of the Equipment. In the event that residual amounts of Regulated Materials are detected in the Equipment by preliminary testing, Customer may notify United and request new Equipment or Customer may terminate the rental. If Customer elects to continue use of the Equipment or elects not to test the Equipment, Customer will be bound by the terms set forth herein and waives any right to object to the presence of Regulated Material in the Equipment resulting from any prior use, and agrees that the Equipment is suitable for Customer's intended use. Upon expiration or termination of the Rental Period, but before the Equipment is returned to United, Customer shall, at Customer's sole expense, remove all Regulated Materials from the Equipment and clean the Equipment to the standard required under any Regulation applicable to the operation of the Equipment or to the handling, storage or transportation of the relevant Regulated Materials

2. Cleaning:

a. In respect of **Non-Regulated Materials**: Prior to return, Customer shall empty and clean the Equipment in accordance with the following requirements: (i) Cleaning must be performed by Customer and must be visually clean upon inspection by United.

b. In respect of **Category A Regulated Materials**: Prior to return, Customer shall empty and clean the Equipment in accordance with the following requirements: (i) Cleaning must be performed by Customer; (ii) cleaning must be documented to United's satisfaction and evidenced by way of sampling in accordance with the provisions of clause 7B(3) and 7B(4) below; and (iii) cleaning must be in conformity with all Regulations pertaining to the cleaning of devices containing or having contained the relevant Regulated Materials, including but not limited to those regulating maximum residue levels ("Cleanliness Standard"); and (v) Customer must certify that the cleaning meets the above specifications.

c. In respect of **Category B Regulated Materials**: Prior to return, Customer shall empty and clean the Equipment in accordance with the following requirements: (i) Cleaning must be performed by Customer; (ii) it must be documented to United's satisfaction by way of a declaration of cleaning in the form of a cleaning certificate; (iii) it must be in conformity with all Regulations pertaining to the cleaning of devices containing or having contained the relevant Regulated Materials, including but not limited to those regulating maximum residue levels ("Cleanliness Standard"); and (v) Customer must certify that the cleaning meets the above specifications.

3. Sampling. In respect of **Category A Regulated Materials**: After cleaning, Customer will confirm the Equipment's compliance with the Cleanliness Standard by obtaining a professional written laboratory analysis of representative samples taken from various internal parts of the Equipment. Customer agrees the sampling must be: (i) performed by an independent contractor acceptable to United; (ii) documented to United's satisfaction; (iii) taken from various internal parts of the Equipment including at a minimum, the floor, the underside of various cross-braces, and each wall ("Representative Samples"); (iv) conducted in the presence of and pursuant to the direction of a designated employee of United. In connection with (iv), Customer agrees to contact United to schedule an appointment for an employee of United to witness the sampling not less than ten (10) business days prior to the termination of the rental term. For intermodal, roll-off, and vacuum container Equipment, in addition to the above requirements, Customer agrees that: (i) Initially, 20% of the intermodal, roll-off, or vacuum container Equipment rented by Customer (such percentage being measured by reference to the relevant monthly rental charges) will be tested by the third-party laboratory. Based on satisfactory initial sampling results, and United's sole discretion, that figure may be reduced to 10%, random sampling; (ii) if liners are not used, or if any intermodal, roll-off or vacuum container Equipment fails the testing procedures outlined above, then 100% sampling of all intermodals, roll-offs or vacuum container equipment will be required.

4. Sample Analysis. In respect of **Category A Regulated Materials**: Customer agrees that the analysis of the sampling must: (i) be performed by a laboratory acceptable to Lessor that is certified to perform such analysis by the country in which the Equipment is located; (ii) be documented to United's satisfaction, and must include a record of the chain of custody for the Representative Samples; (iii) meet or exceed protocols, if any, established under the Regulations for the relevant Regulated Material.

5. Return. . Customer shall return the Equipment in an empty condition in accordance with the terms set forth herein. If the Equipment does not meet the applicable standard, Customer will undertake additional cleaning of Equipment, in accordance with all applicable Regulation, to meet the standard, and will provide United with written evidence of same. United will not collect the Equipment and Customer will continue to pay rental charges until the Equipment has been cleaned to the standards specified herein.

In the event that Customer is unable to clean the Equipment in accordance with the terms set forth herein, Customer shall pay United for the full replacement value of the Equipment, plus any applicable taxes and/or charges. Customer agrees that in such event it assumes full ownership of and responsibility for the Equipment and any residual contents and all related liability for the management, transportation and disposal of such Equipment in accordance with all applicable Regulation. Customer agrees that it shall be the generator of any hazardous, solid, or radioactive waste generated as a result of Customer's failure to return the Equipment in an empty condition (in accordance with the terms set forth herein), and of any residual materials resulting from Customer's attempt to clean the Equipment. Customer further agrees to indemnify, defend and hold United harmless for any liability incurred by United as a result of Customer's breach of its obligations in this Section or as a result of United being deemed a "generator" under applicable environmental laws. The foregoing indemnity obligation shall survive the termination or expiration of this Agreement.

8. Compliance with applicable Regulation

Customer shall, at Customer's sole expense, comply with all applicable laws and Regulations (including but not limited to those relating to worker safety or the environment), building and zoning codes, professional licenses, and licenses and permits which may apply to the use of the Equipment ("Licenses and Permits"). Licenses and Permits include, without limitation, the discharge of treated water, and disposal of waste or spent Specialty Media or other materials, and security, traffic control and road crossings associated with the use of the Equipment. Customer shall ensure that the Equipment at all times remains movable personal property. Customer shall not permit or allow the Equipment to be incorporated, attached or joined to any real or immovable property such that it causes the Equipment to be deemed a fixture. It is acknowledged that certain Equipment is required to be connected or joined to other Equipment (an "Integrated Solution") and in such cases the Integrated Solution shall not be deemed a fixture.

9. Warranty/ Disclaimer of warranties

UNITED WARRANTS THAT THE EQUIPMENT WILL BE IN GOOD WORKING ORDER UPON DELIVERY AND THE SERVICES WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER. EXCEPT AS EXPRESSLY SET FORTH HEREIN, UNITED MAKES NO WARRANTIES, EXPRESS OR IMPLIED WITH RESPECT TO THE EQUIPMENT, SPECIALTY MEDIA, OR SERVICES AND MAKES NO WARRANTIES AS TO THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, INCLUDING THE PERFORMANCE OF ANY FILTRATION EQUIPMENT TO MEET ANY APPLICABLE REGULATORY STANDARD. THERE IS NO WARRANTY THAT THE EQUIPMENT IS SUITED FOR CUSTOMER'S INTENDED USE, OR THAT IT IS FREE FROM DEFECTS OR CONTAMINANTS. EXCEPT AS MAY BE SPECIFICALLY SET FORTH IN THIS AGREEMENT, UNITED DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, MADE IN CONNECTION WITH THIS RENTAL TRANSACTION. IN THE EVENT OF A BREACH OF THE ABOVE EQUIPMENT WARRANTY, UNITED SHALL, AT ITS SOLE COST AND EXPENSE, REPAIR OR REPLACE THE EQUIPMENT. IN THE EVENT OF A BREACH OF THE ABOVE SERVICE WARRANTY, UNITED SHALL, AT ITS SOLE COST AND EXPENSE, RE-PERFORM THE SERVICE.

10. Malfunctioning equipment

Should the Equipment be involved in an accident, become unsafe, malfunction or require repair, Customer shall immediately cease using the Equipment and immediately notify United. If such condition is the result of normal operation, United will repair or replace the Equipment with reasonably-similar Equipment in working order, if such replacement Equipment is available. United has no obligation to repair or replace Equipment rendered inoperable by misuse, abuse, neglect or any other use of the Equipment in breach of this Agreement by Customer. Customer's sole remedy for any failure or defect in Equipment shall be the termination of any rental charges accruing after the time of failure.

11. Return of equipment/ Damaged & lost equipment

At the expiration of the Rental Period or if United has agreed to pick up the Equipment, United shall endeavour to pick up the Equipment within a commercially reasonable period of time after Customer notifies United that the Equipment is called "off rent." Customer is obligated to restore the Equipment to the same condition as when delivered, reasonable wear and tear (as defined below) excepted. Where United is responsible for the delivery of the Equipment from the Store Location to the Customer United shall be responsible for all damage to or loss of the Equipment from the time the Equipment leaves the Store Location until it is delivered to the Customer. Where United is responsible for the collection of the Equipment from the Customer, United shall be responsible for all damage or loss to the Equipment from the time United collects the Equipment (including whilst it is in transit by United to the Store Location). Where the Customer is responsible for the delivery or collection of the Equipment from or to the Store Location, the Customer shall be responsible for all damage to or loss of the Equipment, from the time the Equipment leaves the Store Location until it is returned to the Store Location and accepted as returned by United, including any damage or loss during transit. In the case of the loss or destruction of any Equipment, or inability or failure to return same to United for any reason whatsoever, Customer will pay United the then full replacement list value of the Equipment together with the full rental rate as specified until such Equipment is replaced. If the Equipment is returned in a damaged or excessively worn condition, Customer shall pay United the reasonable cost of repair and pay rental on the Equipment at the regular rental rate until all repairs have been completed. United shall be under no obligation to commence repair work until Customer has paid to United the estimated cost therefor.

Disinfecting: During a widespread or global occurrence of an infectious disease, for Equipment handled by a person known or suspected to be infected or used in a known or suspected zone of infection including but not limited to permanent or temporary healthcare facilities and testing facilities, ambulance interiors, and biological laboratories, Customer shall disinfect the Equipment in accordance with the following requirements: (i) disinfection must be performed by an independent contractor acceptable to United; (ii) it must be documented to United's satisfaction; (iii) in the event Customer is unable to disinfect in accordance the Equipment, United

will disinfect it and charge Customer for the costs incurred.

12. Reasonable wear and tear

Reasonable wear and tear of the Equipment shall mean only the normal deterioration of the Equipment caused by ordinary and reasonable use on a one -shift basis (as defined in Section 14 below). The following shall not be considered reasonable wear and tear: (i) damage resulting from lack of lubrication, insertion of improper fuel or maintenance of necessary oil, water and air pressure levels; cavitation; or freezing; except where United expressly assumes the obligation to service or maintain the Equipment, any damage resulting from lack of servicing or preventative maintenance suggested in the manufacturer's operation and maintenance manual; (iii) damage resulting from any collision, overturning or improper operation, including overloading or exceeding the rated capacity of the Equipment; (iv) damage in the nature of dents, bending, tearing, staining, corrosion or misalignment to or of the Equipment or any part thereof; (v) wear resulting from use in excess of shifts for which rented; and (vi) any other damage to the Equipment which is not considered ordinary and reasonable in the equipment rental industry.

13. Late return

Customer agrees that if the Equipment is not returned by the end of the Rental Period, or if the Equipment is not in the condition specified by this Agreement when United comes to the Customer site to pick up the Equipment, United, in its sole discretion, may require Customer to do any of the following: (A) continue to pay the rental rate(s) applicable to the Equipment as specified in the Agreement; (B) for periods less than 24 hours, pay the full daily rental rate applicable to the Equipment; (C) pay any increased rental rate(s) in effect at the time of, or after, the expiration of the Rental Period; or (D) assess a pickup charge if the Tanks are not in the empty condition in accordance with the terms of this Agreement. Customer agrees that United reserves the right to charge the Credit Card, and/or Customer's account for any amount owed by Customer pursuant to this section due to late return of Equipment.

14. Rental period/ Calculation of charges

Rental charges commence when the Equipment leaves the Store Location and ends on the calendar day following the date on which the Equipment is either returned to the Store Location during United's Regular Business Hours or collected by United following a notification from the Customer to United during Regular Business Hours that the Equipment is "off rent" and obtains an "off rent" confirmation number from United.

Rental charges will continue to accrue until Equipment is properly cleaned in accordance with the terms of this Agreement and made available for collection.

Pick-up and delivery by United is subject to a "Delivery and Pick-up Service Charge," the amount(s) of which are disclosed on the Rental and Service Agreement. Notwithstanding anything to the contrary in the preceding sentence, for the rental of Tanks, the rental period continues until Customer has emptied the Tanks of all contents and cleaned the Tanks in accordance with all applicable regulations, and all other terms of this Agreement. Rental charges do not include the cost of the Refueling Service Charge, any applicable Taxes (as defined below), the Delivery and Pickup Service Charge, transportation surcharges, the cost of any applicable environmental service charge or other miscellaneous charges, the amount(s) of which are disclosed on the Rental and Service Agreement. Additionally, United shall invoice Customer for any additional excess cleaning or repair costs, including: (i) removal of any alterations made by Customer to the Equipment; (ii) restoration of the Equipment to its original configuration; (iii) re-lining or re-painting of Tanks; (iv) disposal of any contents left in Tanks; or (v) transportation to and from an approved repair facility. As set forth herein, "Taxes" shall mean sales tax, goods and services tax, property taxes or other taxes, levies and assessments" required to be collected by United from Customer at any time upon, or in respect of, the Equipment and/or this Agreement. Rental charges accrue during Saturdays, Sundays and Holidays. Rental rates are for normal "one-shift" usage based on an eight (8) hours per day, 56 hours per week and 224 hours per four-week period. For diesel generators and diesel pumps, operations in excess of one shift will be as follows: 125% the rental charge for double shift and 150% the rental charge for triple shift. Customer will truthfully and accurately certify to United the number of shifts the Equipment was operated. Customer's right to possess the Equipment terminates on the expiration of the Rental Period and retention of possession after this time is a material breach of the Agreement. TIME IS OF THE ESSENCE OF THE AGREEMENT.

15. Refuelling service charge

Customer acknowledges that a "Refuelling Service Charge" of GBP 50 plus 150% cost of fuel will be applied to all Equipment not returned with a full tank of fuel. The exact cost of the Refuelling Service Charge may vary depending on the rate being charged by the Store Location on the date Customer returns the Equipment. Customer acknowledges that the Refuelling Service Charge is not a retail sale of fuel. Customer may avoid the Refuelling Service Charge if Customer returns the Equipment with a full tank of fuel.

16. Deposit & payment

A. DEPOSIT: In addition to securing the payment of rental charges hereunder, Customer agrees that any rental deposit shall be deemed to be a guarantee by Customer of the full and complete performance of each and all of the terms of this Agreement to be performed by Customer. In the event of any breach by Customer, the deposit will be credited against any damages, cost or expense incurred by United as a result of the breach.

B. PAYMENT: All amounts due hereunder shall be payable in full within 30 days of receipt of invoice by Customer. Customer acknowledges that timely payment of rental and service charges is essential to United's business operations and it would be

impractical and extremely difficult to fix the actual damages caused by late payment. Customer and United agree that there shall be added to all past due rental charges a late payment fee equal to the lesser of two percent (2%) per month (24% per annum) on any such payments outstanding after 30 days, or the maximum amount allowed by applicable law. Rental rates do not include sales tax, goods and services tax or other taxes, levies and assessments required to be collected by United from Customer at any time upon, or in respect of, the Equipment and/or the Agreement (collectively, "Taxes"). Customer agrees that United reserves the right to charge the Credit Card and/or Customer's account for any amount owed by Customer pursuant to this section due to late or past due payment(s) or rental charges or Taxes. In the event Customer asserts that a transaction is exempt from Taxes, Customer agrees to provide a valid tax exemption certificate. Should the transaction later be deemed taxable, Customer is obligated to reimburse United for any Tax assessed that was attributable to Customer.

17. Title/ No purchase option/ No liens

With the exception of Specialty Media, the Agreement is not a contract of sale, and title to the Equipment shall at all times remain with United. Unless covered by a specific supplemental agreement signed by United, Customer has no option or right to purchase the Equipment. Customer shall keep the Equipment free and clear of all mechanics and other liens and encumbrances.

18. Default

Customer shall be deemed in default should Customer fail to pay any amount when due hereunder; fail to perform, observe or keep any provision of the Agreement; become "Insolvent" (as defined herein), or should United anticipate that Customer may become Insolvent; or otherwise be in default. If Customer is in default, United may do any one or more of the following: (i) terminate the Rental Period; (ii) declare the entire amounts due hereunder immediately due and payable and commence legal action therefor; (iii) cause United's employees or agents, with notice but without legal process, to enter upon Customer's property and take all action necessary to retake and repossess the Equipment, and Customer hereby consents to such entry, re-taking and repossession and hereby waives all claims for damages and losses, physical and pecuniary, caused thereby and shall pay all costs and expenses incurred by United in retaking and repossessing the Equipment; or (iv) pursue any other remedies available by law. Customer shall be considered "Insolvent" if Customer shall generally not pay, or be unable to pay, or admit its inability or anticipated inability to pay its debts as such debts become due; make an assignment for the benefit of creditors, or petition or apply to any court or tribunal for the appointment of a custodian, receiver, or trustee for it or a substantial part of its assets; commence any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction, whether now or hereafter in effect; have had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made; or take any action indicating its consent to, approval of or acquiescence in any such petition, application, proceeding or order for relief or the appointment of a custodian, receiver or trustee for all or any substantial part of its properties.

19. Customer's insurance coverage

Customer agrees to maintain and carry, at Customer's sole cost, the following insurance: (i) commercial auto liability insurance with at least a per occurrence limit of £2 million; (ii) commercial general liability insurance with limits of insurance not less than £2 million per occurrence and £4 million in the aggregate; and (iii) property insurance for the full replacement cost of the Equipment, including coverage for all risks of loss or damage to the Equipment. Any deductibles or self-insured retentions shall be the sole responsibility of the Customer. All insurance required by the Agreement shall include a waiver of rights of recovery against United or its insurers by the Customer and its insurers, as well as a waiver of subrogation against United or its insurers. The policies required hereunder shall provide that United must receive not less than 90 days' notice prior to any cancellation. FOR RENTAL OF EQUIPMENT NOT LICENSED FOR ROAD USE, CUSTOMER MUST ELECT TO NAME UNITED AS LOSS PAYEE EVIDENCING PROPERTY INSURANCE COVERAGE.

20. No assignment, lending or subletting

Customer shall not sublease, subrent, assign or loan the Equipment without first obtaining the written consent of United, and any such action by Customer, without United's written consent, shall be void. Customer agrees to use and keep the Equipment at the job site set forth in the Agreement unless United approves otherwise in writing. United may at any time, without notice to Customer, transfer or assign the Agreement or any Equipment or any moneys or other benefits due or to become due hereunder.

21. Services provided in connection with rental of equipment.

A. TRENCH SERVICES. "Trench Services" may include the engineering, delivery and pickup of the trench/shoring system (the "System"). The System is to be used in complete accordance with any manufacturer's tabulated data that is provided therefor. United makes no representation or warranty about, and shall not be responsible for, such data. If United provides an on-site observer ("the Observer") to observe the installation of the System, neither the presence of the Observer at the jobsite nor the provision of the Trench Services by United shall relieve Customer, and Customer assumes full responsibility for, the construction means, methods, sequence, techniques and procedures necessary to use the Equipment, including but not limited to the assembly, installation, welding, maintenance, deflection, dewatering and removal of the System in accordance with the requirements of this Agreement and all applicable provisions of Regulations relating to occupational safety and health and all other applicable provisions of Regulation in United's Regulation Country.

B. SCAFFOLDING SERVICES. "Scaffolding Services" may include the installation and dismantling of scaffolding, including all parts and accessories thereto. Unless otherwise agreed to by the parties in writing, Customer shall (i) provide a clean, unobstructed, and

safe area to perform the Scaffolding Services; (ii) move planking, sidewall brackets, and guardrails as necessary for completion of the Scaffolding Services; (iii) install toe boards, mesh, and/or patch ties in holes; (iv) maintain and use the Equipment in accordance with applicable Regulations and laws as well as the manufacturer's safety rules and instructions; (v) keep all persons (other than United employees) off and away from the Equipment during its erection and dismantling; (vi) take reasonable steps to protect all buildings, properties, and grounds, including but not limited to grass and landscaping; (vii) be solely responsible for providing all necessary and required fall protection to employees and others using the Equipment in compliance with applicable Regulations and laws; and (viii) be solely responsible for determining if the ground, slab, roof, or structure(s) the Equipment is set upon is/are capable of supporting the loads, people, and materials used and placed upon the Equipment. In addition, Customer shall be responsible for obtaining all required permits necessary for the Scaffolding Services. Upon completion of the installation, Customer shall sign the Customer Acceptance Certificate provided by United.

C. PORTABLE SANITATION SERVICES (to be provided by United's affiliate, (the "PSS Affiliate"). "Portable Sanitation Services" may include the periodic removal of domestic septic waste, cleaning of the portable restroom, holding tanks and other equipment, and supply of rolls of toilet paper. Portable Sanitation Services will be provided once per week for the restrooms and once every four (4) weeks for holding tanks. Extra service beyond the regular service is available upon request and shall be charged on a per unit basis. If PSS Affiliate personnel are unable to service Equipment during regularly-scheduled service times, additional fees may be charged to return for such service. Additional fees may be charged for tip-overs, relocation of the units on the same site and vandalism/graffiti. Customer shall assure the Equipment is accessible to PSS Affiliate personnel and located in a clean, unobstructed and safe area. Customer shall not insert any hazardous materials in the Equipment, move the Equipment or attach any materials to the Equipment (including, but not limited to, tape, adhesives, posters, staples, mesh, etc.) without the prior written permission of PSS Affiliate. Customer is responsible for staking units to the ground or otherwise securing units to immovable objects.

D. FLUID SOLUTIONS SERVICES.

i. "Fluid Solutions" means fluid storage, transfer, and/or treatment, and includes but is not limited to, the rental of Tanks, pumps, filtration, and any accessories, attachments, or other items delivered to Customer, as well as any ancillary services thereto. Fluid Solutions may include the design, installation, operation, ongoing maintenance, monitoring, and dismantling of the Fluid Solutions system ("Fluid Solutions Services'). Customer shall provide accurate measurements, specifications and any supporting documentation to assist in the Fluid Solutions Services as requested by United. Unless otherwise agreed to by the parties, Customer shall (i) have adequate lifting equipment on site to load and unload during set up and break down; (ii) insert, remove and maintain sewer pipe plugs and suction screens as necessary; (iii) provide any and all containment and required matting; (iv) obtain any and all rights of way, permits, and easements as necessary; (v) provide adequate staging areas, water sources, and access thereto; (vi) provide necessary controls of erosion, odor and traffic, including site restoration, as necessary; (vii) provide fuelling and/or adequate power, including cable and an electrician, as necessary; (viii) perform daily inspection and maintenance of the Equipment during the Rental Period (except that Customer shall not be required to perform maintenance of Equipment with a diesel engine); and (ix) provide access at all times to the Fluid Solutions system and a clean, unobstructed and safe area to perform the Fluid Solutions Services.

ii. Omvang van de Diensten en Noodopdrachten tot Wijziging. De omvang van de diensten ('Omvang') geleverd voor elke opdracht, zal in de Overeenkomst worden opgenomen. Tenzij specifiek overeengekomen in de Omvang, zal de Klant, op eigen kosten, alle vereiste bouw- en constructievergunningen, inspecties of certificaten verkrijgen, evenals alle toestemmingen en bevoegdheden nodig om de Fluid Solutions Services uit te voeren. Indien het type vloeistof, inclusief de bestanddelen en andere kenmerken (bijvoorbeeld viscositeit, troebelheid), het volume of de stroomsnelheid (al dan niet als gevolg van weersomstandigheden of andere factoren die niet specifiek onder United Rentals' controle vallen), of enige andere belangrijke informatie waarop United Rentals zich heeft gebaseerd bij het ontwerpen van de Fluid Solutions Services op enig moment wezenlijk verandert, zal United Rentals de Klant inlichten en een noodopdracht tot wijziging ('Noodopdracht tot Wijziging') aanvragen. De Klant erkent dat, vanwege de aard van de Fluid Solutions Services die zijn toegesneden op specifieke informatie en gegevens, het in geval van een dergelijke wezenlijke wijziging absoluut noodzakelijk is dat de Klant onmiddellijk reageert op een verzoek om een Noodopdracht tot Wijziging om een lekkage of ander incident te voorkomen. Daarom zal de Klant een of meer bevoegde vertegenwoordigers aanwijzen die te allen tijde beschikbaar zullen zijn voor United Rentals om te reageren op dergelijke verzoeken. De Klant stemt ermee in dat de mondelinge of schriftelijke goedkeuring (per e-mail of tekst of een ander document) van een dergelijke aangewezen vertegenwoordiger bindend is en onderworpen is aan de bepalingen en voorwaarden in de Overeenkomst. Verder, indien de gemachtigde vertegenwoordiger van de Klant niet onmiddellijk reageert op een dergelijk verzoek, stemt de Klant ermee in dat United Rentals, naar eigen goeddunken, de actie mag ondernemen die zij het meest effectief acht om een lekkage, incident of ongeval te beperken, en de Klant ziet verder af van het recht om een dergelijke actie te betwisten en stemt ermee in dat United Rentals niet aansprakelijk zal zijn ten opzichte van de Klant in verband met een dergelijke actie, en de Klant zal verantwoordelijk zijn voor de bijkomende kosten die daaruit voortvloeien.

iii. Scope of Services and Change Orders. Specialty Media shall be deemed purchased under this Agreement on an AS-IS, WITH ALL FAULTS basis and once delivered to Customer it is non-refundable. At the expiration of the rental period, Customer is responsible for emptying and disposing of all Specialty Media in compliance with applicable Regulation. Any spent Specialty Media Customer generates is subject to disposition facility acceptance testing, at Customer's sole cost and expense. The disposition facility may periodically re-test spent Specialty Media to assure it remains acceptable for disposition. If spent Specialty Media testing determines the spent Specialty Media is unacceptable for any designated disposition facility, use of an alternate disposition facility may result in additional cost and Customer shall pay said additional cost. Customer shall provide any and all information required by the disposition facility or to United, related to the evaluation of the acceptance of spent Specialty Media.

E. POWER AND HVAC. "Power and HVAC Services" may include power and HVAC system start-up support, installation of low voltage cables, installation of temporary chilled water piping, on-site training for Customer's employees, 24/7 technical assistance and on-site support, and monitoring of selected installing trades. Customer hereby consents to United's use of a third party technician to perform installation and hook-up services of the Equipment, if Power and HVAC Services are requested by Customer. Unless otherwise agreed to in writing by the parties, Customer shall (i) perform daily inspection and maintenance of all Equipment during the Rental Period (except that Customer shall not be required to perform maintenance of Equipment with a diesel engine); (ii) decontaminate Equipment of any chemical or hazardous fluids; (iii) obtain all necessary permits and regulatory inspections; (iv) replace dirty air filters on all air handlers and air conditioners; (v) load and unload all rental Equipment from trailers (if applicable); (vi) remove all fuel from any supplemental tanks prior to Equipment decommissioning; (vii) fuel and/or refuel all generators, boilers or fuel tanks with #2 fuel oil; (viii) check and record oil levels in generator daily; (ix) allow United to perform service on all Equipment based on service instructions provided to Customer by United at the time of hire; and (x) furnish a qualified electrician to connect and disconnect Equipment to utility power.

F. TOOL SERVICES. "Tool Services" may include tool tracking services, tool tracking software, utilization data (via printed/electronic reports), an on-site technician to manage tools and other equipment, and a tool room, if needed. Unless otherwise agreed to by the parties, Customer shall (i) provide a safe location for the trailer where it can be housed for the duration of the project; (ii) provide power to supply electricity to the trailer (generator or plant power); (iii) install scaffolding around the trailer if the site does not make use of the trailer's stairs; (iv) supply United with information regarding access requirements, including but not limited to, site-specific classes, drug testing requirements, fatigue day rules, etc., prior to delivery; (v) supply United with a list of personnel authorized to check-in and check-out tools and/or allowed to request addition/removal of inventory.

G. VEHICLE RENTAL

i. Accidents, Theft and Vandalism. Customer must promptly and properly report any accident, theft or vandalism involving the Vehicle to United and to the police in the jurisdiction in which such incident takes place. Customer should obtain details of witnesses and other vehicles involved and their drivers, owners and relevant insurances wherever possible. If Customer receives any papers relating to such an incident, those papers must be promptly given to United. Customers must cooperate fully with United's investigation of such incident and defence of any resulting claim. FAILURE TO COOPERATE FULLY MAY VOID ANY AND ALL LIABILITY PROTECTION PURCHASED FROM, OR PROVIDED BY, UNITED. Customers authorise United to obtain any records or information relating to any incident, consent to the jurisdiction of the courts of the jurisdiction in which the incident occurs and waive any right to object to such jurisdiction.

ii. Third Party Charges. Taxes, tax reimbursements, vehicle licensing fees, governmental or other surcharges and similar fees are charged/recovered at the rates specified on the Reservation Details or as otherwise required by applicable law. Customer is responsible for paying these amounts to United.

iii. Cleaning. Upon return, if the Vehicle in United's discretion requires more than United's standard cleaning, United may charge Customer for the actual costs incurred by United in having the Vehicle professionally cleaned. Customer will also pay a reasonable fee for cleaning the Vehicle's interior upon return if any stains, dirt, odor, or soiling attributable to Customer's use cannot be cleaned with United's standard post-rental procedures as determined by United in our discretion.

iv. Smoking. United maintains a non-smoking fleet, including a prohibition on the use of e-cigarettes in the vehicle. Customer will pay an additional charge if it returns the Vehicle and it smells or is soiled from smoke or vapor of any kind.

v. Recovery Costs. Customer is responsible for recovery expenses, consisting of costs of any and all kinds (and including attorneys' fees and court costs) incurred by United in recovering the Vehicle (i) under this Rental and Service Agreement; or (ii) if it is seized by governmental authorities as a result of the use of the Vehicle by Customer or any other operator with Customer.

vi. Lost Keys/Key Fobs/Lockouts. If Customer loses the keys and/or key fobs to the Vehicle, United may charge Customer for the cost of replacing such keys and/or key fob and for the cost of delivering replacement keys and/or key fobs and/or towing the Vehicle to the nearest Store Location to open such Vehicle. If Customer locks the keys and/or key fobs in the Vehicle and requests assistance from United, United may charge Customer for the cost of delivering replacement keys and/or key fobs and/or towing the Vehicle to the nearest Store Location to open such Vehicle.

vii. Parking and Traffic Violations. CUSTOMER WILL BE RESPONSIBLE FOR, AND WILL PAY WITHOUT DELAY, ALL PARKING AND TRAFFIC VIOLATIONS, AS WELL AS OTHER EXPENSES AND PENALTIES, ALL TOWING, STORAGE AND IMPOUND FEES AND ALL TICKETS INCURRED WHILE THE VEHICLE IS ON RENT TO CUSTOMER. IF CUSTOMER IS ISSUED AN AUTOMATED TRAFFIC VIOLATION, CUSTOMER AGREES TO PAY A "TRAFFIC VIOLATION SERVICE CHARGE" COMPRISED OF THE AMOUNT OF SUCH VIOLATION PLUS A FLAT FEE OF £15 WHICH IS THE AMOUNT OF UNITED'S OUT-OF-POCKET ADMINISTRATIVE COSTS FOR ITS TRAFFIC VIOLATION MANAGEMENT SERVICE. THIS CHARGE WILL BE BILLED TO THE CUSTOMER WHEN INFORMATION REGARDING ANY SUCH VIOLATION, AND EXPENSES RELATED THERETO, IS RECEIVED BY UNITED, AND MAY BE CHARGED AT A LATER DATE.

viii. Tolls, Violations and Fees. CUSTOMER IS RESPONSIBLE FOR AND WILL PAY ALL TOLLS AND TOLL VIOLATIONS. IF CUSTOMER USES A TOLL-BY-PLATE SYSTEM, OR INCURS A TOLL OR TOLL VIOLATION, CUSTOMER AGREES TO PAY A "TOLLING SERVICE CHARGE" FOR THIS SERVICE. THE TOLLING SERVICE CHARGE IS THE AMOUNT OF THE TOLL PLUS A FLAT FEE OF £15 WHICH IS THE AMOUNT OF UNITED'S OUT-OF-POCKET ADMINISTRATIVE COSTS FOR ITS TOLL MANAGEMENT SERVICE. THE EXACT COST WILL BE CALCULATED AND CHARGED BASED ON ACTUAL USAGE OF A TOLL-BY-PLATE SYSTEM OR THE TOLL OR TOLL VIOLATION INCURRED. THIS CHARGE WILL BE BILLED TO THE CUSTOMER WHEN INFORMATION REGARDING TOLL-BY-PLATE USAGE AND/OR THE TOLL OR TOLL VIOLATION INCURRED, AND EXPENSES RELATED THERETO, IS RECEIVED BY UNITED, AND MAY BE CHARGED TO CUSTOMER AT A LATER DATE. CUSTOMER MAY AVOID THE TOLLING SERVICE CHARGE BY PAYING TOLLS WITH ITS OWN TRANSPONDERS, BY USING ANOTHER TOLL PAYMENT SYSTEM, OR BY AVOIDING TOLL ROADS ALTOGETHER.

ix. Distance Charges; Additional Distance Charges. For certain types of licensed, over the road Vehicles, the rental rate charged to Customer will include a specified number of miles per billing cycle. Customer will be charged for miles in excess of the specified number (the "Additional Distance Charge") upon the return of the Vehicle. The Additional Distance Charge will be calculated by multiplying the number of additional miles driven as determined by the Vehicle's odometer or telematics device (if applicable) by the charge per mile. For avoidance of doubt, the allowable number of miles per billing cycle and the rate for Additional Distance Charges will be reflected in the Rental agreement and/or purchase order or similar documents.

x. Other Charges; Miscellaneous. Any other charges specified on or in the Rental and Service Agreement will be charged at the applicable rates specified therein. Any such charges which are stated on the Rental and Service Agreement as a daily rate shall be due and payable for each full or partial rental day. Charges for the rental of the Vehicle will continue to accrue until the Vehicle is returned to United or, if the Vehicle has been stolen while in Customer's possession, until Customer reports the theft both to the police in the jurisdiction in which the theft occurs and to United.

xi. Return of Vehicle. SOME VEHICLES MAY HAVE TELEMATICS, TRACKING, AND RELATED SERVICES IN WHICH CASE, CUSTOMER UNDERSTANDS THAT ITS ACCESS AND USE OF THE VEHICLE OR THE SERVICES ARE SUBJECT TO THE VEHICLE, SERVICE PROVIDER'S AND/OR DEVICE MANUFACTURER'S TERMS AND PRIVACY STATEMENT, WHICH MAY INCLUDE BUT NOT BE LIMITED TO OTHER TERMS, SERVICE LIMITATIONS, WARRANTY EXCLUSIONS, LIMITATIONS OF LIABILITY, WIRELESS SERVICE PROVIDER TERMS AND PRIVACY PRACTICES.

22. Entire agreement/ Only agreement

These terms and conditions and the front the Agreement, and any Addendum attached thereto, represent the entire agreement between Customer and United with respect to the Equipment and the rental and servicing of the Equipment. There are no oral or other representations or agreements not included herein. None of United's rights or Customer's rights may be changed and no extension of the terms of this Agreement may be made except in writing, signed by both United and Customer. Any use of Customer's purchase order number on this Agreement is for Customer's convenience only.

23. Order of precedence

These terms and conditions and the Agreement shall control over any terms and conditions contained in Customer's purchase order or similar documents and such other terms are hereby rejected by United. In the event that United signs Customer's purchase order or similar document, such signature shall be solely for the purpose of acknowledging the order; it being the express intent of the parties that the Agreement and these terms and conditions shall govern all rental and service transactions.

24. Other provisions; Applicable Law; Venue

1. Any failure of United to insist upon strict performance by Customer of any terms and conditions of this Agreement shall not be construed as a waiver of United's right to demand strict compliance. Customer has carefully reviewed this Agreement and waives any principle of law which would construe any provision hereof against United as the drafter of this Agreement. Any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement.

2. Customer agrees to pay all reasonable costs of collection, court costs, attorneys' fees and other expenses incurred by United in the collection of any charges due under this Agreement or in connection with the enforcement of its terms.

3. Customer shall pay the rental charges without any offsets, deductions or claims.

4. Customer consents to the collection, use and disclosure of his or her personal identification and financial information as described herein and in United's Privacy Policy. Customer consents to the collection, use and disclosure of his or her personal identification and financial information as described herein and in United's Privacy Policy, in accordance with the applicable law and the General Data Protection Regulation of April 2016 ("GDPR").

5. United shall have the right to immediately repossess the Equipment, without any liability to Customer, in the event of (i) permanent closure of the Store Location; (ii) declaration of any emergency, disaster or similar situation by any governmental or local authority, to the extent it affects the Equipment; or (iii) as otherwise set forth in this Agreement.

6. Applicable law: These Rental and Service Terms shall be subject to English law. The English Courts shall have exclusive jurisdiction to settle all contractual and non-contractual disputes arising out of or in connection with this agreement.

25. Criminal warning

The use of false identification to obtain Equipment or the failure to return the Equipment by the end of the Rental Period may be considered a theft subject to criminal prosecution pursuant to applicable criminal or penal code provisions.

26. GPS tracking

Customer and United each consent to the collection and monitoring of electronic information, including Global Positioning System ("GPS") data, generated by or in connection with Customer's use of or the location of the Equipment. Customer agrees that United owns the data described in this paragraph and may use such data, including GPS data, for any purpose, including commercial purposes, in accordance only with the applicable law and the General Data Protection Regulation of April 2016 (GDPR).

27. Force Majeure

Neither party shall be liable to the other party for failure to comply with the terms of the Rental and Service Agreement or performance of its obligations hereunder to the extent such failure has been caused by or is due to Force Majeure, provided that the non-performing party shall give notice to the other party as soon as commercially possible and shall exercise reasonable efforts to resume performance. For the purposes of the Rental and Service Agreement, "Force Majeure" shall mean fire, war, insurrection, act of terrorism, riots, flood, hurricane, typhoon, earthquake, tornado, mudslide, tsunami, and any other natural disaster, pandemic or other causes beyond the reasonable control and not due to the fault of the non-performing party.