

# STANDARD TERMS AND CONDITIONS COVERING THE SALE AND SUPPLY OF GOODS AND SERVICES OF ENERQUIP LTD



## SECTION 1 General

<p><b>1.0</b></p> <p><b>1.1</b></p> <p><b>1.2</b></p> <p><b>2.0</b></p> <p><b>3.0</b></p> <p><b>4.0</b></p> <p><b>5.0</b></p>	<p><b>Interpretation</b></p> <p>In the Standard Terms, unless the context otherwise requires, the following words and expressions shall have the meanings assigned to them below:</p> <p>"Agreed by the Company" means agreed by the Company in writing signed by an authorised officer or employee of the Company;</p> <p>"Company" means Enerquip Limited a company incorporated in Scotland under the Companies Acts (no. SC 429928) and having its registered office at 5 Carden Place, Aberdeen, AB10 1UT;</p> <p>"Contract" means the contract between the Company and the Customer for provision of Services by the Company, incorporating the Standard Terms;</p> <p>"Customer" means the person to whom the Company is supplying Services;</p> <p>"Customer's Service Site" means the vessel, offshore installation, industrial facility or land or premises or offices to which the Company is granted access for the purpose of the Contract and may include any combination of the foregoing;</p> <p>"Goods" means the goods or equipment to be supplied by the Company to the Customer under the Contract;</p> <p>"Negligence" means un-intentional or accidental failure to exercise the care toward others which a reasonable or prudent person would do in the circumstances, or taking action which such a reasonable person would not;</p> <p>"Premises" means any premises occupied by the Company from time to time;</p> <p>"Price" means the price or other consideration (including without prejudice to the foregoing generality hire charges) payable by the Customer to the Company for the Services stated in the quotation or commercial proposal from the Company or as otherwise as agreed by the Company or, if no price has been agreed, the Company's standard prices in operation at that time;</p> <p>"Services" means the services to be supplied by the Company to the Customer under the Contract of whatever nature (including without prejudice to the foregoing generality personnel);</p> <p>"Specifications" means the specifications agreed by the Company or, failing such agreement, the Company's standard specifications from time to time;</p> <p>"Standard Terms" means these standard terms and conditions.</p> <p>In the Standard Terms, unless the context otherwise requires or unless otherwise stated, references to the singular include the plural and vice versa; references to the masculine gender include the feminine and neuter and vice versa; clause headings are for convenience only and shall not be taken into account in construing the Standard Terms; and references to clauses are to clauses in the Standard Terms.</p> <p><b>Application</b></p> <p>This Section 1 applies to any Contract for the sale of Goods and the provision of Services by the Company.</p> <p><b>Exclusivity</b></p> <p>Notwithstanding any terms and conditions of the Customer (including any terms and conditions relating to the applicability of the Customer's terms and conditions) and regardless of whether or not the Customer's terms and conditions (including any terms and conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document) were introduced before or after the Standard Terms, unless otherwise agreed by the Company, the Contract shall be on the Standard Terms and all terms and conditions of the Customer are expressly excluded. In addition, no terms or conditions endorsed upon, delivered with or contained in the Customer's purchase order, confirmation of order, specification or other document will form part of the Contract simply as a result of such document being referred to in the Contract. The Standard Terms may only be varied or supplemented as agreed by the Company and shall be deemed to have been accepted by the Customer on the Company agreeing to provide Services or commencing performance of the Contract, whichever is the earlier. The Standard Terms shall be deemed to have been accepted by the Customer in the absence of any communication from the Customer to the contrary.</p> <p><b>Cancellation</b></p> <p>The Company shall be entitled to cancel any Contract (without liability to the Customer) at any time prior to the commencement of the provision of the Services.</p> <p><b>Price</b></p> <p>The Services shall be provided by the Company to the Customer at the Price. The Price, any value added tax or other similar tax due thereon and any other sums due by the Customer to the Company under the Contract shall be paid by the Customer to the Company in pounds sterling within 30 days (unless otherwise agreed between Company and Customer) of the issue by the Company of its invoice. The Company may, at its discretion, issue its invoice and require payment of the Price or other sums due before commencing the provision of the Services. Time for payment shall be of the essence. If payment is not received by the Company within 30 days of the issue by the Company of its invoice, interest on the Price will be charged pursuant to clause 8.0 of the Contract. With regards to project based work, each stage of the Project shall be invoiced individually and shall not be dependent on the completion of any previous or subsequent stages. Payment must be made for each stage</p>	<p>irrespective of whether the whole project has been, or shall ultimately be completed.</p> <p><b>6.0</b></p> <p><b>Change in Prices</b></p> <p>All Prices appearing in the quotation or commercial proposal given by the Company or as otherwise agreed by the Company are subject to change by the Company giving at least 30 day's notice to the Customer. Without prejudice to the foregoing generality, the Company may vary any Prices quoted or agreed by such reasonable amount as the Company may determine by giving notice to that effect to the Customer, if unexpected or abnormal conditions are encountered.</p> <p><b>7.0</b></p> <p><b>Taxes</b></p> <p>The Price is exclusive of all taxes, duties or similar charges (including without prejudice to the foregoing generality value added tax and customs duties) but excluding taxes on the general profits or gains of the Company payable in respect of any Contract or the performance of any Contract and all such taxes, duties or similar charges shall be reimbursed by the Customer to the Company or, if the Company so requires, paid directly by the Customer.</p> <p><b>8.0</b></p> <p><b>Interest</b></p> <p>If the Customer fails to make payment to the Company of any sum from time to time due by it on the due date for payment, interest shall accrue on such sum from the due date until the date of payment at the rate of eight per cent per annum (8%) above the base lending rate of The Governor and Company of the Bank of Scotland from time to time, accruing on a daily basis until payment has been made by the Customer.</p> <p><b>9.0</b></p> <p><b>Set-Off</b></p> <p>The Customer shall not be entitled under any circumstances whatsoever to set-off or counter-claim against or deduct, discount or withhold from any sum from time to time due by it to the Company any sums due by the Company to the Customer and the Price or other sums due by the Customer shall be paid by the Customer to the Company without deduction, compensation, set-off or similar whatsoever.</p> <p><b>10.0</b></p> <p><b>Suspension</b></p> <p>If the Customer fails to make payment of any sum due under the Contract on the due date, the Company shall be entitled but not bound (in addition and without prejudice to all other claims, rights or remedies which the Company may have against the Customer) to withhold performance of its obligations under the Contract and any other Contract without liability to the Customer pending such payment.</p> <p><b>11.0</b></p> <p><b>Early Termination</b></p> <p><b>If:</b></p> <p>the Customer fails to make any payment due by it to the Company under the Contract on the due date or breaches any other obligation under the Contract; or</p> <p>the Customer passes a resolution to have itself wound up or a petition is presented for the winding-up of the Customer or a winding-up order is made in respect of the Customer or a provisional liquidator, interim liquidator or liquidator is appointed to the Customer; or</p> <p>any steps are taken to put the Customer in administration pursuant to Schedule B1 of the Insolvency Act 1986 or an administrator is appointed to the Customer; or</p> <p>a judicial factor is appointed to the Customer or a receiver is appointed over all or any part of its assets; or</p> <p>the Customer is sequestered or grants a trust deed for and on behalf of its creditors or makes or seeks to make any arrangement or compromise with its creditors generally; or</p> <p>the Customer is subject to any formal or informal insolvency proceedings under any jurisdiction or anything analogous to any of the matters referred to in clauses 11.2 to 11.5 happens in any jurisdiction; or</p> <p>the Customer becomes in the reasonable opinion of the Company unable to pay its debts as they fall due or properly fulfil its obligations under the Contract or ceases or threatens to cease carrying on business; the Company shall be entitled but not bound to terminate the Contract with immediate effect and without liability to the Customer by giving written notice to that effect to the Customer and such termination shall be in addition to and without prejudice to other claims, rights and remedies which the Company may have against the Customer in relation to the Contract or any breach of contract.</p> <p><b>12.0</b></p> <p><b>Exclusion of Warranties</b></p> <p>Except for warranties, representations, conditions or undertakings expressly contained in the Standard Terms or implied by law and which by law cannot be excluded, the Company gives no warranties, representations, or undertakings with regard to the Services (including without prejudice to the foregoing generality the condition, quality or fitness for purpose thereof) and all such warranties, representations, conditions or undertakings are to the maximum extent permitted by law excluded (including without prejudice to the foregoing generality the conditions implied by Sections 13 to 15 of the Sale of Goods Act 1979 as amended).</p> <p><b>13.0</b></p> <p><b>Limitation of Liability</b></p> <p>If the Company is liable to the Customer on any grounds whatsoever (including without prejudice to the foregoing generality breach of contract, or breach of statutory duty or Negligence or otherwise) under the Contract or arising out of the performance of the Contract or the supply of the Services, the aggregate liability of the Company to the Customer shall not under any circumstances exceed the proportion of the Price attributable to the proportion of the work giving rise to</p>	<p>the liability. This clause shall not apply to any liability in respect of which the Company may not by law exclude or limit its liability. This clause shall survive the termination of the Contract for any reason.</p> <p><b>14.0</b></p> <p><b>Consequential Losses</b></p> <p>The Company shall not be liable to the Customer on any grounds (whether breach of contract or breach of statutory duty or Negligence or otherwise) under the Contract or arising out of the performance of the Contract by the Customer, for any economic loss or consequential loss or indirect loss, loss of profits, interruption to business, facility downtime or any labour costs incurred by the Customer. This clause shall not apply to any liability in respect of which the Company cannot by law exclude or limit its liability. This clause shall survive the termination of the Contract for any reason.</p> <p><b>15.0</b></p> <p><b>Liability</b></p> <p><b>15.1</b></p> <p>The Company shall be responsible for and shall save, indemnify and hold harmless the Customer from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities caused by the Negligence or breach of duty, statutory common law or otherwise in respect of:</p> <p>(a) loss of or damage to property of the Company whether owned, hired, leased or otherwise arising from or relating to the performance of the Contract and;</p> <p>(b) personal injury including death or disease to any person employed by the Company arising from or relating to the performance of the Contract and;</p> <p>(c) subject to any other express provisions of the Contract, personal injury, including death or disease or loss of or damage to the property of any third party to the extent that any such injury, loss or damage is caused by the Negligence or breach of duty of the Company. For the purposes of this clause, "third party" shall mean any party which is not the Customer or Company.</p> <p><b>15.2</b></p> <p>The Customer shall be responsible for and shall save, indemnify and hold harmless the Company from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities caused by the Negligence or breach of duty, statutory common law or otherwise in respect of:</p> <p>(a) loss of or damage to property of the Customer whether owned, hired, leased or otherwise, arising from or relating to the performance of the Contract and;</p> <p>(b) personal injury including death or disease to any person employed by the Customer or arising from or relating to the performance of the Contract and;</p> <p>(c) subject to any other express provisions of the Contract, personal injury, including death or disease or loss of or damage to the property of any third party to the extent that any such injury, loss or damage is caused by the Negligence or breach of duty of the Customer. For the purposes of this clause, "third party" shall mean any party which is not the Customer or Contractor.</p> <p>(d) loss of or damage to such permanent third party facilities, equipment and pipelines and any consequential losses arising there from where such loss or damage arises from or relates to the performance of the Contractor.</p> <p><b>15.3</b></p> <p>Customer shall assume all responsibility for and shall protect, indemnify and save harmless Company from and against all loss, costs, charges and expenses (including legal costs and expenses) resulting from claims, demands and causes of action of every kind and character relating to pollution or contamination including but not limited to pollution resulting from, seepage or spills of oil, water or any other substance and any pollution originating below the rotary table, regardless of whether such, damage or loss is caused by the Negligence or breach of duty, statutory common law or otherwise of Company.</p> <p><b>15.4</b></p> <p>Notwithstanding anything to the contrary contained herein, Customer agrees to defend, indemnify and hold Company harmless from the loss of or damage to Company's tools or equipment whilst under Customer's care, custody &amp; control. Customer will replace such tools/equipment or reimburse Company with the current replacement cost.</p> <p><b>15.6</b></p> <p>The Company shall not, under any circumstances accept liability for liquidated damaged attributable in any way, to the performance of the Contract.</p> <p><b>15.7</b></p> <p><b>Loss of hole, blowout, damage to reservoir and use of radioactive tools</b></p> <p>Notwithstanding anything contained elsewhere in the Contract to the contrary, Customer shall indemnify Company against all claims and losses resulting from: loss of or damage to any well or hole including, without limitation, the cost of re-drill and any associated materials or services;</p> <p>(b) blow-out, fire, explosion, cratering or any uncontrolled well condition (including the cost to control a wild well and the removal of debris);</p> <p>(c) damage to any reservoir, geological formation or underground strata or the loss of oil or gas there from; the use of radioactive tools in relation to the Work or any contamination resulting there from (including retrieval and/or containment and clean up)</p> <p>This applies regardless of any form of liability, whether strict or by negligence, in whatever form, on the part of Company.</p> <p><b>16.0</b></p> <p><b>Confidential Information</b></p> <p>The Customer shall not (and shall procure that its officers, employees and contractors shall not) disclose any information of a confidential or commercially sensitive nature relating to the Company or its subsidiaries or customers of the Company or its subsidiaries or their respective businesses or affairs to any third party (or any officer or employee or contractor</p>
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<p>of the Customer except to the extent that such officer or employee or contractor requires knowledge of the same for the proper performance of the Contract) or use any such information for any purpose other than the proper performance of the Contract. The Customer shall, if so required by the Company at any time, promptly return to the Company all copies of any such information which may be in the Customer's or its officers' or employees' or contractors' possession or under their control. This clause shall not apply to information which is, or becomes through no fault of the Customer, its officers' or employees' or contractors' part of the public domain or to any disclosure which the Customer is required by law to make. This clause shall survive the termination of the Contract for any reason.</p> <p><b>17.0 Health, Safety, Environmental and Quality Requirements – (HSEQ)</b> The Company shall operate at all times in accordance with the Company's health, safety, environmental and quality ("HSEQ") policies. The Customer is required to ensure that the use of any such Goods at any place of work, whether within the United Kingdom or elsewhere, does not contravene The Health and Safety at Work Act 1974 or any other Act, regulations, subordinate legislation or other statutory provisions or laws, and complies with codes of practice and guidance in relation to such statutory provisions or laws.</p> <p><b>18.0 Delivery</b> The delivery date shall be as agreed by the Company but shall not be of the essence of the Contract. The Company shall use its reasonable endeavours to meet the agreed delivery date but, except to that extent, the Company shall have no liability to the Customer for any delay in the performance of the Services.</p> <p><b>19.0 Packaging, Forwarding &amp; Duty</b> It is the responsibility of the Customer to arrange packing or preparation of all shipments, and any claims for damage, shortage or loss in transit must be made by the Customer on the carrier and any conditions imposed by the carrier in relation to claims of damage, shortage or loss in transit must be complied with. The Company accepts no responsibility for any damage, shortage or loss in transit. Import or export duties, consular forms or legalising invoices, fees, certificates of origins, stamping bills of lading, or other documents required by the laws of any country or destination and value added taxes or similar taxes are not included in quotations or selling prices, and all costs of the Company in connection therewith shall be charged to and borne by the Customer. If requested in writing, the Company may, at the Customer's expense, make arrangements for consular documents and declarations as agents of the Customer and the Company shall have no liability in connection therewith and without limitation on the generality of the foregoing. The Company shall have no responsibility for any fines or other charges imposed due to errors or incorrect declarations.</p> <p><b>20.0 Customer's Service Site</b> 20.1 The Customer shall at all times retain and have complete charge and control of the Customer's Service Site and accepts full responsibility for the conditions on or around the Customer's Service Site and for all equipment furnished by the Company. It is agreed by the Customer that the Company has no means for determining the hazards and dangers existing in and about the Customer's Service Site. 20.2 The Customer shall have the Customer's Service Site ready and in a suitable condition for the Company to perform the Contract on the due date for performance. Any facility or materials for which the Customer is responsible shall meet the Company's specification and all preparatory works for which the Customer is responsible shall be carried out to the Company's satisfaction. The Customer shall provide at its own expense adequate ancillary services and unskilled labour as the Company may reasonably require in connection with the performance of the Contract. 20.3 The Customer shall procure safe and adequate access for the Company to the Customer's Service Site and shall pay the cost of transporting the Company's equipment, materials and personnel to and from the Customer's Service Site. This obligation shall extend to the provision of properly made up and repaired roads and bridges and the provision of such means of transportation as may be required in the circumstances.</p> <p><b>21.0 Insurance</b> The Customer shall take out and maintain suitable and sufficient insurance against its liabilities under the Contract. The Customer shall forthwith on its receipt of a request to that effect from the Company produce to the Company evidence of such insurance and that the Customer has paid all premiums due.</p> <p><b>22.0 Intellectual Property</b> 22.1 All patent rights, copyrights, trademarks, design rights, database rights or other intellectual or industrial or proprietary rights ("IPR") of whatever nature (in any part of the world) and all rights to apply for any of the foregoing, in all inventions, designs, drawings, logos, equipment, knowhow, data or other materials (of whatever nature) created or generated by or on behalf of the Company or the Customer in the course of or otherwise in connection with the performance of the Contract (the "IPR") shall vest in the Company. 22.2 The Customer hereby assigns and, insofar as it is not competent for the Customer currently to assign, hereby undertakes and agrees to assign, any and all such IPR to the Company. The Customer shall promptly do all such things as the Company may require and execute all documentation on such terms as the Company may require in order to enable the Company or its nominee to obtain, defend and enforce such IPR. 22.3 The Customer hereby waives any and all moral rights (and/or equivalent or similar rights the Customer may have in any jurisdiction insofar as it is competent for the Customer to do so) in the IPR. 22.4 The Customer shall not (and shall procure that its officers, employees and contractors shall not) do or omit to do any act or thing which constitutes an infringement of any patent rights, copyrights, trademarks, design rights or other intellectual, industrial or proprietary rights (in any part of the world) vested in the Company or any such right which is vested in any third party and licensed to the Company.</p>	<p>22.5 Notwithstanding Clause 22.2 above, the Customer hereby appoints the Company as the Customer's attorney in the Customer's name and on the Customer's behalf to execute and deliver any instrument or thing and generally to use the Customer's name for the purpose of giving to the Company the full benefit of the provisions of this Clause 22 but for no other purpose whatsoever.</p> <p>22.6 This clause shall survive the termination of the Contract for any reason.</p> <p><b>23.0 Force Majeure</b> If by reason of any event or circumstance beyond the reasonable control of the Company, the Company is prevented or delayed from fulfilling its obligations under the Contract, the Company shall have no liability to the Customer in respect of such prevention or delay and the period for performance by the Company of its obligations shall be extended by a period equal to the length of time by which the Company is prevented or delayed from fulfilling its obligations by reason of such circumstance. If such event or circumstance continues for a period of more than 7 days, the Company shall be entitled but not bound to resile from the Contract without liability to the Customer by giving written notice to that effect to the Customer.</p> <p><b>24.0 Severability</b> The invalidity or unenforceability of any clause or part thereof shall not affect or prejudice the validity or enforceability of the remaining clauses or parts thereof to the intent that any void or unenforceable clause or part thereof shall be entirely separate and severable from the remaining clauses or parts thereof.</p> <p><b>25.0 Waiver</b> The failure or delay by the Company in enforcing any claim or right which it may have shall not operate so as to prejudice or extinguish such claim or right and no waiver or discharge of any claim or right of the Company shall be effective unless it is agreed by the Company and delivered to the Customer.</p> <p><b>26.0 Assignment</b> The Customer shall not be entitled to assign its rights and obligations under the Contract (or sub-contract its performance of any Contract) without the prior written consent of the Company. The Company may assign its rights and obligations under any Contract or sub-contract the performance of its obligations under the Contract.</p> <p>27.0 <b>Governing Law</b> The Contract shall be governed by the law of Scotland and the Company and the Customer submit to the exclusive jurisdiction of the Scottish Courts.</p> <p><b>SECTION 2 SALE CONDITIONS</b></p> <p><b>28.0 Application</b> This Section 2 applies to any Contract to the extent to which it is for the sale of Goods by the Company.</p> <p><b>29.0 Offers</b> No offer submitted by the Customer will be binding unless accepted by the Company in writing.</p> <p><b>30.0 Warranty (Non-Company Manufactured and Second hand Goods)</b> If the Goods were not manufactured by the Company or are second hand, the Customer shall be given the opportunity by the Company prior to delivery to inspect the Goods at the Premises at the expense of the Customer. The Company does not give any warranty to the Customer regarding the quality or condition of such Goods and the Customer acknowledges that the Goods are sold to the Customer on a sold as seen basis. If so requested by the Customer, the Company shall endeavour to assign to the Customer in so far as it may lawfully do so, all rights which the Company may have against the manufacturer of the Goods relating to the quality or condition of the Goods or, if such rights may not be lawfully assigned by the Company, the Company shall enforce such rights for the benefit of the Customer, subject to the Customer indemnifying the Company and keeping the Company indemnified on a full pound for pound basis against all costs which the Company may incur.</p> <p><b>31.0 Warranty (Company Manufactured Goods)</b> If the Goods were manufactured by the Company, the Company warrants to the Customer that the Goods shall be of satisfactory quality and comply with the Specifications for a period of one year from the date of delivery. The Company's warranty in this clause 31 shall not apply if: 31.1 the Goods were not installed by the Company; 31.2 the Goods are being or have been used by operators who have not been trained by the Company; 31.3 the Goods have been modified or adapted in any way; 31.4 the Goods are used for any purpose other than for their intended design; 31.5 good housekeeping and regular servicing and checks have not been performed; 31.6 damage has been caused by the entry of foreign particles into the machine internals; 31.7 there has been any corrosion damage, accident collision, normal wear and tear or any natural disaster; or 31.8 any alleged faults or irregularities with the Goods are not brought to the attention of the Company within 2 working days.</p> <p><b>32.0 Remedy for Breach of Warranty</b> If the Goods breach the warranty referred to in clause 31, the Customer's remedies shall be limited, at the option and cost of the Company, to the repair or replacement of the defective Goods.</p> <p><b>33.0 Third Party Inspections</b> Inspection of Goods conducted by the Customer or their agents or representatives shall be at the expense of the Customer.</p> <p><b>34.0 Rejection for Company Manufactured Goods</b> The Customer shall inspect the Company manufactured Goods within 5 days of delivery (which is acknowledged by the Customer to be a reasonable period for such inspection) and shall notify any defects in quality or</p>	<p>quantity within 7 days of delivery, failing which the Customer shall be deemed to have accepted the Goods. The Customer shall not have the right to reject non-Company manufactured Goods or second hand Goods.</p> <p><b>35.0 Risk</b> The risk of loss of or damage to the Goods shall pass from the Company to the Customer upon transfer of title to the Customer, upon removal of the Goods from the Premises or from the premises of a party storing on behalf of the Company, whichever is the earlier.</p> <p><b>36.0 Title</b> Title to the Goods shall pass from the Company to the Customer on payment in full of the Price and all other sums for the time being due by the Customer to the Company whether under the Contract or otherwise.</p> <p><b>37.0 Repossession</b> Without prejudice and in addition to all other claims, rights and remedies which the Company may have against the Customer, on or at any time after the occurrence of any of the events specified in clauses 11.1 to 11.7 inclusive of these Standard Terms, the Company shall be entitled to repossess any Goods to which title has not passed to the Customer and, for that purpose, to enter into any premises of the Customer at which such Goods are located and the reasonable costs incurred by the Company in repossessing Goods pursuant to this clause shall be reimbursed by the Customer to the Company. This clause shall survive the termination of the Contract for any reason.</p> <p><b>SECTION 3 SUPPLY OF SERVICES</b></p> <p><b>38.0 Application</b> This Section 3 applies to a Contract to the extent to which it is for the supply of Services by the Company to the Customer.</p> <p><b>39.0 Standard of the Services</b> 39.1 The Company shall provide the Services to the Customer to a standard agreed with the Customer in accordance with recognised industry practice on a best endeavours basis. No guarantee as to the outcome of the Services is given or implied by the Company. No warranty is given with respect to engineering and technical information furnished by Company or with respect to the results of services provided by Company. Company makes no warranty or representation, express or implied, as to the design or operation of rental equipment delivered or the results of services provided to company hereunder, and company makes no warranty of merchantability or fitness of the equipment for any particular purpose or any other representation or warranty whatsoever 39.2 Company may give Customer the benefit of its judgment based on its experience interpreting information and making recommendations, either written or oral, as to data or amount of material or type of service or equipment to be provided by Company, or the manner of performance or in prediction of results. Notwithstanding the foregoing, all such recommendations, data interpretation and/or predictions shall be received by Customer as opinions only, and there shall be no warranty whatsoever with respect to such recommendations and information in view of the many variable conditions, inferences, measurements and assumptions which are not infallible, including the necessity of relying on facts and supporting services provided by others.</p> <p><b>40.0 Personnel</b> Where the Services include the provision of personnel, all personnel so supplied shall remain employees or contractors of the Company who shall be responsible for all salary or other payments due to such personnel. The personnel so supplied shall perform the Services competently and to a reasonable standard and should they fail to do so, the Company shall withdraw such personnel and provide suitable replacements.</p> <p><b>41.0 Facilities to be provided by Customer</b> The Customer shall provide the following facilities for the Company's personnel: 41.1 messing accommodation and first aid treatment; 41.2 air and other necessary transport for the transportation of such personnel from the Company's premises to the place where the Services are to be performed and back again; and 41.3 any safety equipment which may be necessary or desirable for such personnel</p> <p><b>42.0 Equipment</b> The Customer shall indemnify and keep indemnified the Company against all claims, liabilities, losses, damages and expenses which the Company may incur on a full pound for pound basis in consequence in the loss of, or damage to, any equipment provided or used by the Company in the course of the provision of the Services caused by, or arising out of, the breach of Contract or breach of statutory duty or Negligence or other act or omission of the Customer or those for whom the Customer is responsible in law including the full costs or repair or replacement of any lost or damaged equipment.</p> <p><b>43.0 Certification</b> Where the Services comprise or include the certification by the Company of any item of equipment (whether belonging to the Company, the Customer or otherwise) the certification of such equipment by the Company shall not be taken to mean or imply that the Company has given any representation or warranty regarding the condition or fitness of the equipment other than that the equipment meets the standard required for the granting of the certificate in question. Any such certificate may only be relied upon by the Customer and the Customer shall indemnify and keep indemnified the Company against all claims, liabilities, losses, damages and costs which the Company may incur in consequence of the reliance of the certificate by any person other than the Customer.</p>
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