

ARTICLE 1 DEFINITIONS

- 1.1. The "Lessor" is Paradigm Technology Services B.V., including any of its employees or appointed agents, letting the Equipment on lease and included their successors, assigns or personal representatives.
- 1.2. The "Lessee" is the company, firm, person, corporation or public authority taking the Lessor's Equipment on lease and included their successors or personal representatives.
- 1.3. "Equipment" covers all classes of equipment, machinery and accessories which the Lessor agrees to lease to the Lessee.
- 1.4. "Contract" refers to the Rent Agreement entered into by the Lessor and the Lessee

ARTICLE 2 EXTENT OF CONTRACT

No conditions or warranty other than herein specifically set forth shall be implied or deemed to be incorporated in or to form part of the Contract.

ARTICLE 3 AVAILABILITY OF EQUIPMENT

If the parties have entered into the Contract, the Equipment will be offered to the Lessee if and insofar available.

ARTICLE 4 GENERAL LEASE CONDITIONS

- 4.1. Lessee shall lease the Equipment against the rent amounts outlined in the Contract and subject to these standard rental conditions.
- 4.2. Lessor will at no time be responsible for any damages or associated claims related to the use of the Equipment. Any and all such responsibility, including that claimed by third parties, will remain the responsibility of the Lessee.
- 4.3. Lessee shall fully and completely indemnify Lessor in respect of all claims by any person whatsoever for injury to person or property or loss of revenue caused by or in connection with or arising out of the use of the Equipment and in respect of all costs and charges in connection therewith.

ARTICLE 5 DELIVERY IN GOOD ORDER (ACCEPTANCE INSPECTION)

- 5.1. The Equipment will be released ex-works by Lessor at the request of Lessee. The Lessee may optionally require a Factory Acceptance Test (FAT) procedure, release note and/or a certificate of conformity from Lessor; all related costs will be for the account of Lessee. Upon acceptance of the Equipment into the possession of Lessee the Equipment will be deemed accepted by Lessee as performing satisfactory and as suitable for the intended use, and all rent amounts will be applicable as of the commencing date Contract.
- 5.2. Lessee is obliged to thoroughly examine the Equipment to be leased, prior to entering into the lease in order to determine whether the Equipment to be leased is suitable or can be made suitable by Lessee for the purpose for which Lessee intends to use it. Lessor has not examined the suitability of the Equipment and is only obliged to inform Lessee of any known defects regarding which Lessor is aware that they diminish the suitability. Lessor is not liable for the consequences of defects of which Lessor was not aware and was not required to be aware of.

ARTICLE 6 LOADING, SHIPMENT AND UNLOADING

Lessor will have the Equipment available to Lessee's location, unless otherwise agreed by contract. Lessee shall be responsible for the carriage and associated insurance (unless otherwise stated herein) for all the Equipment, travel and related expenses for personnel providing services, including the costs of any required license, permit or consent related to the supply, transport, export or delivery of the Equipment and/or services. In the event of these costs being incurred by Lessor on behalf of Lessee, these payments shall be additional to the Hire Charge and subject to the same conditions.

ARTICLE 7 INSTALLATION

Lessee will be responsible for the provision of a site, utilities and facilities, including any and all infrastructure works required, deemed necessary by Lessor for satisfactory installation and operation of the Equipment leased. Any services to be provided by Lessor will be charged separately at rates to be agreed upon by mutual agreement.

ARTICLE 8 OPERATIONS

- 8.1. Lessee shall remain responsible for the safekeeping of the Equipment and the Lessor's required consumable supplies and the Lessor's spare parts.
- 8.2. Lessor will at all times be allowed free and easy access to all the Equipment covered by the Contract.
- 8.3. Lessee will use the Equipment as per the written and oral instructions. Lessee will take all reasonably possible measures to ensure that Lessor's instructions are followed. Lessee will ensure that only authorized or trained persons will operate the Equipment.
- 8.4. If the Equipment is operated in an unsafe and unsatisfactory state, Lessee shall be solely responsible for any and all damage loss or events, whether direct or indirect, arising there from.
- 8.5. Lessee will ensure that materials involved in the operation of the Equipment are as per Lessor's specifications.
- 8.6. Lessee will remain financially responsible for ensuring that the Equipment is returned to Lessor in delivery condition, normal wear and tear accepted, and operates with Lessor's specifications.
- 8.7. Lessee shall be responsible for consumables and the routine and daily maintenance of the Equipment.

ARTICLE 9 FAULT RECTIFICATION AND REPAIR

- 9.1. Lessee shall immediately but in any case within 14 days after the occurrence thereof inform Lessor in event of any breakdown of the Equipment or malfunction of any component.
- 9.2. Lessor will be fully responsible for rectifying any fault or damage caused by events related to the Equipment and service guarantees. Lessee will not undertake any such work unless specifically agreed to by Lessor, and confirmed in writing. During the time taken up by the necessary repair work the Hire Charge will be fully payable by Lessee.
- 9.3. In the event of Lessor concluding that rectification of repair work has been caused by inadequate adherence to the operational instructions, conditions of use and/or misuse, Lessee will be financially responsible to Lessor for all fault rectification and repair work. In case Lessor has a reasonable suspicion of incorrect use, evidence to the contrary is to be provided by Lessee.
- 9.4. In the event that Lessor concludes that the rectification of fault repair work has been caused by events not related to the Equipment and service guarantees, Lessee will remain responsible.
- 9.5. If Lessor concludes that the rectification and repair work is related to design, manufacturing, or material

deficiencies or inadequacies in the Lessor's service to Lessee as required by the Contract, Lessor will be responsible for all associated rectification and repair costs.

9.6. Lessee will remain responsible for all material, transportation, and associated costs, and all personnel transportation, accommodation, and associated costs, except in situations which result from occurrences referred to in 9.5. Lessor will not charge for the Equipment rent for the period from fault or damage occurrence through rectification and repair as signified by Lessee's written approval of restoration of service.

ARTICLE 10 DELAY AND STOPPAGES

While Lessor will oblige to take all reasonable action to ensure timely delivery of the Equipment, no claims and/or liability will be admitted or accepted by Lessor for stoppages and/or delays except if caused deliberately by or through gross negligence of Lessor.

ARTICLE 11 CONSEQUENTIAL LOSSES

Lessor accepts no liability nor responsibility for any consequential loss or damage due to or arising from the breakdown or stoppage of the Equipment through any cause whatsoever, use or misuse, or through non-arrival arising from accident or breakdown during loading, unloading or transport of the Equipment. Any and all such responsibility, including claimed by third parties, will remain the responsibility of Lessee.

ARTICLE 12 LESSEE'S RESPONSIBILITY FOR LOSS AND DAMAGE

During the continuance of the lease period Lessee shall make good to Lessor all loss or damage to the Equipment from whatever cause the same may arise, fair wear and tear excepted.

ARTICLE 13 NOTICE OF ACCIDENT

If the Equipment is involved in any accident or incident resulting in injury to persons or damage to property, immediate notice must be given to the Lessee by telegram or facsimile and confirmed in writing to the Lessee's office, and in respect of any claim not within the Lessee's agreement for indemnity, no admission, offer, promise of payment or indemnity shall be made by Lessee on behalf of Lessor.

ARTICLE 14 SUBLETTING

Lessee shall not sublet or lend the Equipment or any part thereof to any third party without first receiving the written permission of Lessor.

ARTICLE 15 PAYMENT

15.1. Unless otherwise agreed to in writing prior to acceptance of the contract, all pricing for the Equipment and/or services delivered and all payments will be in Euro's.

15.2. Lessor will invoice Lessee the lease for the Equipment and/or services provided as per contract naming the bank account to which payment is due.

15.3. Unless otherwise agreed in writing, invoices shall be paid within 30 days. If Lessee fails to pay any amount due in the manner described above, he shall be in default without prior notice of default. If Lessee remains in default with any payment, all other claims from Lessor on the Lessee shall be immediately and totally due and the

default becomes effective also with respect to those other claims, and without notice of default. As from the day Lessee is in default, overdue payment interest equal to statutory interest shall be due from the due date until (and including) the date that the amount due has been received in full.

15.4. The rent amounts will be applicable as from the date of ex-works delivery till the day of return of the Equipment to Lessor's nominated location followed by acceptance by Lessor. In case the Equipment is returned later than the return date agreed upon the rent amounts will remain payable.

ARTICLE 16 TOTAL LOSS OF EQUIPMENT

In the event of total loss of the Equipment due to any cause involved in the use, handling, transportation, storage or other of the Equipment Lessee will be responsible to reimburse the replacement value of the Equipment to Lessor within 14 days after the date of the event. Clause 15 will apply.

ARTICLE 17 APPLICABLE LAW AND JURISDICTION

This Contract (in the broadest sense), is governed exclusively by Dutch law. Any dispute arising between parties hereto or in connection with the contract shall be brought before the court of Rotterdam, the Netherlands.

ARTICLE 18 APPLICABLE CONDITIONS

Under no circumstances shall any standard conditions employed by Lessee apply. These standard conditions shall prevail at all times and under all circumstances. A prior referral of standard conditions by Lessee shall be deemed to be null and void.