

LOAN TOOLING - STANDARD TERMS

1. GENERAL

1.1 The definitions in this clause and in the Commercial Terms set out in the Confirmation Page apply in this Agreement:

Delivery means the completion of the transfer of physical possession of the Equipment to the Customer at the Delivery Address;

Equipment means the equipment as described on the Equipment Schedule, along with all training manuals and accompanying documentation supplied by the Company;

Intellectual Property Rights means any and all patents, design rights, trade marks and other intellectual property rights, as well as any goodwill, or commercial know-how and copyright protected works which is not publicly available;

Loan Period means the period that the Equipment is, with the Company's consent, in the Customer's possession.

1.2 The Customer shall not assign, transfer, novate, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.

1.3 The failure of the Company to enforce or to exercise any term of this Agreement does not constitute a waiver of such term and shall in no way affect its right later to enforce or to exercise it.

2. EQUIPMENT PROVISION

2.1 The Loan Period may be terminated immediately by either party giving notice to the other party for any reason, following which the Company shall uplift the Equipment (along with all technical literature, user manuals and any other related documentation which may have been supplied by the Company) as soon as is practicable, at the Company's cost. This will be administered by use of an Authorisation of Return.

2.2 The Equipment is provided on an "as is" basis and no representations, conditions, warranties or other terms of any kind are given in respect of the Equipment or any product of the Equipment, and all statutory warranties and conditions (other than the Customer's right to quiet enjoyment of the Equipment) are excluded to the fullest extent possible.

3. PROPERTY RIGHTS

3.1 The Equipment and all related documentation are proprietary to the Company or its licensors. Subject to clause 2, nothing in this Agreement shall confer on the Customer any Intellectual Property Rights or other rights in relation to the Equipment.

3.2 The Customer shall not: (a) attempt to copy, modify, or create derivative works from the Equipment; (b) access or use all or any part of the Equipment in order to build a product or service which competes with the Equipment; (c) use the Equipment to provide services to third parties; or (d) license, sell, lease, transfer, assign, distribute the Equipment, or otherwise make it available to any third party.

4. TITLE & RISK

4.1 Title in the Equipment shall at all times remain with the Company, and the Customer shall have no right, title or interest

in or to the Equipment (save the right to possession and use of the Equipment subject to the terms of this Agreement).

4.2 The risk of loss, theft, damage or destruction of the Equipment shall pass to the Customer on Delivery, and the Equipment shall remain at the sole risk of the Customer until such time as the Equipment is received by the Company (**Risk Period**).

4.3 The Customer shall give immediate written notice to the Company in the event of any loss, accident or damage to the Equipment arising out of or in connection with the Customer's possession or use of the Equipment.

5. CUSTOMER'S RESPONSIBILITIES

5.1 The Customer shall until the end of the Risk Period: (a) ensure that the Company may exercise its right to do whatever is necessary to recover the Equipment at any time, including procuring from any person a waiver in favour of the Company of any rights over the Equipment which anyone other than the Company may acquire; (b) make no alteration to the Equipment and not remove any existing component(s) from the Equipment without the prior written consent of the Company; (c) not, without the prior written consent of the Company, part with control of (including for the purposes of repair or maintenance), sell or offer for sale or lend the Equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of it; (d) ensure that at all times the Equipment remains identifiable as being the Company's property; (e) ensure that the Equipment is at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work; (f) maintain at its own expense the Equipment in good and substantial repair in order to keep it in as good an operating condition as it was at the start of the Loan Period and make good any damage to the Equipment.

5.2 In the event that the Equipment is returned to the Company with any damage or disrepair (other than fair wear and tear), the Customer indemnifies the Company against any losses, costs or damages incurred by the Company in carrying out repairs to the Equipment in order to restore the Equipment to the same operating condition it was at the start of the Loan Period. In the event of loss, total destruction or failure to promptly return the Equipment at the end of the Loan Period, the Customer shall pay to the Company (within 30 days of demand) the full Equipment Value.

5.3 The Customer acknowledges that the Company shall not be responsible for any death or personal injury arising from the Customer's negligence, defect in, loss of or damage to the Equipment or any product of the Equipment arising out of or in connection with any negligence, use or mishandling of the Equipment or otherwise caused by the Customer or its officers, employees, agents and contractors. The Customer indemnifies and holds harmless the Company against the same, and against all losses, liabilities, claims, damages, costs or expenses of whatever nature otherwise arising out of or in connection with any failure by the Customer to comply with this Agreement.

5.4 Other than for death or personal injury caused by the Company's negligence, the parties agree that the Company's liability under this Agreement will be limited to the Equipment Value.