

Conditions of the Work Order -

Last updated: 19 April 2023

Please read carefully. By accepting the provision of the Services (defined below) or paying United for the Services, Customer agrees to be bound by the Terms of the Work Order, even if the Work Order has not been signed.

1. DEFINITIONS

"Customer" means the person or entity identified as such on the Work Order, including any representative, agent, officer or employee of the Customer. "Equipment" means one or more of the elements identified as such on the Work Order. "Service" or "Services" means the services/repairs/evaluations set forth in the Service Price Agreement, Work Order Estimate, Work Order, or Invoice, which Customer has requested United to produce. "Store Location" means the United address indicated on the Work Order. "United" means United Rentals UK Limited. "Work Order" means the agreement between Customer and United for United to provide Services, whether entered into in person at the Store Location, online or otherwise, and which incorporates by reference these Terms of the Work Order and identifies the Services to be purchased by Customer. The Work Order incorporates these Terms of the Work Order by reference.

2. TAXES

Customer shall be responsible for paying all national and/or local taxes applicable to the Services.

3. SIGNING AUTHORITY

Any person signing this Work Order represents and warrants that he/she is of legal age and has the authority, capacity and authority to sign this Work Order on his/her own behalf or for the Customer.

4. LIMITATION OF LIABILITY

In no event shall United be liable to Customer or any other party, and Customer waives its rights to and claim against United in respect of any and all loss, damage, and injury (including, but not limited to, legal fees, loss of profits, business interruption, or any other special event or consequential damages, personal injury, or damages related to wrongful death) caused by, resulting from or in any way related to the Services or equipment, its operation or use. In addition, and without limiting the foregoing, United shall not be liable for any loss, damage or injury due in whole or in part to Customer's failure to make the Equipment available for the Service or Customer's failure to authorise additional services or repairs recommended by United. In the event that United, in its sole discretion, determines that (i) it is unable to perform the Services because Customer has not provided a secure working environment or (ii) the Equipment is irreparable, United reserves the right to refuse to provide the Services and/or provide the Equipment without any liability to Customer and Customer will be responsible for any increase in costs incurred by United.

5. INDEMNIFICATION

TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD UNITED AND ALL OF ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES, AND RESPECTIVE AFFILIATES, PARENTS AND SUBSIDIARIES, HARMLESS FROM AND AGAINST ALL LIABILITIES, CLAIMS, LOSSES, DAMAGES OR COSTS (INCLUDING, BUT NOT LIMITED TO, LEGAL FEES, LOSS OF PROFIT, BUSINESS INTERRUPTION OR OTHER SPECIAL OR

CONSEQUENTIAL DAMAGES, DAMAGES RELATED TO DAMAGE TO ASSETS, PERSONAL INJURY OR ACCIDENTAL DEATH) CAUSED BY, OR ARISING IN ANY WAY IN CONNECTION WITH: (A) THE OPERATION, USE, MAINTENANCE, INSTRUCTION, POSSESSION, TRANSPORTATION OR OWNERSHIP OF THE EQUIPMENT, (B) ERRORS, OMISSIONS, INACCURACIES OR MISREPRESENTATIONS (WHETHER INTENTIONAL OR UNINTENTIONAL) IN DOCUMENTS OR OTHER INFORMATION PROVIDED BY CUSTOMER, OR OBTAINED FROM OTHER SOURCES, ON WHICH UNITED RELIES WHEN PROVIDING EQUIPMENT OR SERVICES, (C) CUSTOMER'S PROHIBITION ON AUTHORISING ADDITIONAL SERVICES OR REPAIRS RECOMMENDED BY UNITED, OR (D) CUSTOMER'S USE OF THE EQUIPMENT IF UNITED HAS ADVISED CUSTOMER THAT (I) THE EQUIPMENT SHALL NOT BEING USED, (II) IS NOT SAFE OR (III) CANNOT BE REPAIRED. HOWEVER, CUSTOMER SHALL NOT BE LIABLE TO INDEMNIFY UNITED FOR SUCH PART FOR ANY LOSS, DAMAGE OR LIABILITY CAUSED SOLELY BY UNITED'S WILFUL MISCONDUCT OR NEGLIGENCE. THIS INDEMNIFICATION PROVISION ALSO APPLIES TO ANY CLAIM AGAINST UNITED BASED ON STRICT CAUSES OF ACTION OR PRODUCT LIABILITY OR BREACH OF WARRANTY.

6. RECEPTION & INSPECTION OF EQUIPMENT

Once the Services have been performed on the Equipment, the Customer must inspect the Equipment before taking possession of it, and the Acceptance of the Equipment by the Customer shall be worth the irrefutable presumption that the Customer finds, and the Customer will be deemed to have found, the Equipment in good working order and repair and the Service adapted to the Customer's needs.

7. FEES FOR ENVIRONMENTALLY FRIENDLY SERVICES

Due to the hazardous nature of certain waste and other products, in order to comply with statutory environmental regulations and to promote a clean environment, United reserves the right to charge an Environmentally Friendly Service Fee for certain services. This is not a government-imposed obligation. The Environmentally Friendly Service Fee is not intended for any particular purpose and will be used at United's discretion. The Environmentally Friendly Service Fee will be 2.0% of the fees charged for the Services, including items sold, labour and miles travelled, and will not exceed £99. If charged, the Environmentally Friendly Service Fee will be included in each United invoice issued to Customer. The Customer acknowledges that the elements indicated above may be subject to the Environmentally Friendly Service Fees, which he agrees to pay.

8. NO SECURITY

United is not a guarantor of The Customer's assets. United does not accept control, custody or responsibility for the maintenance of Customer's assets. United may, but is not obliged to, lock the Equipment in a confined space. Customer's access to United's premises may be conditioned in any manner reasonably necessary by United to maintain order at United's premises. Such measures may include, but are not limited to, the requirement to verify Customer's identity, limitation of business hours, and customer's requirement to sign when entering and leaving United's premises. If Customer does not collect the Equipment within 7 days of the end of the Services and/or does not authorise United to perform such Services within 7 days of United's estimate of the cost thereof, Customer will pay United the storage fee as determined by United.

9. LIMITATION OF WARRANTIES

UNITED WILL ASSIGN TO CUSTOMER, TO THE EXTENT POSSIBLE, ANY MANUFACTURER'S WARRANTY ON PARTS INCORPORATED INTO THE EQUIPMENT AS PART OF THE SERVICES. FOR A PERIOD OF 30 DAYS FOLLOWING UNITED'S COMPLETION OF THE SERVICES, PROVIDED THAT CUSTOMER

PROVIDES WRITTEN NOTICE TO UNITED DETAILING HOW SUCH SERVICES HAVE NOT BEEN SATISFACTORY, UNITED MAY, IN ITS SOLE DISCRETION AND AS ITS SOLE RESPONSIBILITY HEREUNDER, REPAIR OR REPLACE SUCH UNSATISFACTORY SERVICES, OR REFUND ANY AMOUNT PAID TO UNITED BY CUSTOMER IN RESPECT OF SUCH SERVICES. SUCH REPAIR, REPLACEMENT OR REFUND SHALL BE THE CUSTOMER'S SOLE REMEDY IN CONNECTION WITH THE WORK ORDER. UNITED DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. INSTRUCTIONS

In addition to guaranteeing payment of the Service fees hereunder, the Customer agrees that any deposit shall be deemed to be guaranteed by the Customer of the full performance of each and all terms, commitments and agreements to be performed by the Customer hereunder, and in the event of breach by the Customer, the deposit will be forfeited and credited against any damage, cost or expense incurred by United as a result of such breach.

11. SCHEDULED MAINTENANCE

In cases where scheduled maintenance is required, Customer agrees to make the Equipment available for servicing by a United representative. In cases where the Equipment is to be repaired at Customer's premises, Customer shall provide adequate and safe space in which United may repair the Equipment. The Service will be performed during normal working hours, between 8:00 a.m. and 5:00 p.m., Monday to Friday, except on public holidays. Customer will be charged for the "uptime" as set forth on the Work Order in the event that the Equipment is not made available by Customer during United's normal working hours. Scheduled maintenance includes a full inspection and general maintenance service, but does not include repairs. The details of the Services provided are as indicated on the Work Order. An evaluation of the Equipment may be submitted to the Customer at the end of the scheduled maintenance. The evaluation may specify additional services required on the Equipment. United may provide a written estimate of any repairs or services not covered by this Work Order.

12. ESTIMATE SUBJECT TO CHANGE

Customer will pay a fee, as set forth in the Work Order, for United to prepare an estimate of the cost of the Services. In the event that the Customer decides to proceed with the Services on the basis of the estimate, these fees will be deducted from the cost of these Services. If, in the performance of the Services, United determines that additional services or repairs need to be performed, United will notify Customer and provide an estimate of the cost of such additional services or repairs. In the event that the Customer decides to proceed with respect to such additional services or repairs on the basis of the estimate, these fees will be added to the cost of such Services. Since the cost of such additional services or repairs is an estimate, if such additional costs or repairs exceed the estimate, the Customer may be contacted to obtain agreement to continue with the work.

13. PAYMENT

All amounts due under the Work Order shall be paid in full prior to the return of the Equipment to the customer, or 30 days after United's invoice is sent to Customer, whichever occurs first. Customer acknowledges that timely payment of amounts due under the Work Order is essential to United's business operations and that it would be impractical and extremely difficult to remedy the actual harm caused by late payment. The Customer acknowledges that the Equipment will not be returned until payment has been made in full. Customer and United agree that all overdue amounts will be added to any late payment fee equal to 2% per month (i.e., a nominal rate of 24% per annum), calculated and payable monthly, on the overdue amounts, or the maximum amount permitted by applicable law, whichever is less.

14. SECURITY



In addition to similar mechanisms or privileges that United may have by law, Customer hereby grants United a security right and lien in the Equipment to secure payment of all amounts due under the Work Order. The security lien right is or will be made effective against third parties by possession of the Equipment or, at United's option, by the filing of a UCC financing statement. Customer hereby irrevocably designates United as its agent to execute and file such financing statements on Customer's behalf. In the event of Customer's failure to pay any amount due under this Work Order, United shall have all rights and remedies under applicable law, granted to a secured creditor. Customer also grants United all rights and waivers that a debtor may, under any applicable law, make available to a secured creditor by express agreement or waiver. Customer agrees to pay United all costs that United may incur in asserting its rights as a secured creditor, including United's legal fees.

15. CUSTOMER'S INSURANCE COVERAGE

The Customer undertakes to maintain and take out, at its own expense, adequate liability insurance, physical damage, civil liability, property damage and accidents, covering all risks of loss or damage covered by the standard extended coverage endorsement, in order to cover any damage or liability arising from the Services, handling, transport, the maintenance, operation, possession or use of the Equipment. Upon request, Customer shall provide United with proof of such insurance by means of a Certificate of Insurance clearly indicating that the Equipment is covered, such insurance and proof thereof shall be of an amount and form satisfactory to United. This insurance will take precedence over any other coverage and will contain an endorsement whereby Customer's insurer waives all subrogation rights against United or its insurer.

16. INDEPENDENT CONTRACTOR

It is understood and agreed that each of the parties hereto is an independent contractor and that neither party is, nor will be considered to be, an agent, distributor or representative of the other. Neither party shall act or represent themselves, directly or implicitly, as an agent of the other party in any way, assume or create any obligation on behalf of or on behalf of the other party.

17. PROHIBITION OF ASSIGNMENT

Neither party may assign or subcontract its rights and obligations hereunder without the prior written consent of the non-assigning party.

18. OTHER PROVISIONS

- A. Interpretation of the Agreement.** Any failure by United to insist on Customer's strict performance of the terms of the Work Order or these Work Order Terms shall not be construed as a waiver of United's right to require strict compliance. Customer has carefully reviewed the Work Order and these Work Order Terms and waives any principle of law that would interpret any provision hereof against United as the draftsman of the Work Order or these Work Order Terms.

- B. Collection rights.** Customer agrees to pay all reasonable collection costs, court costs, attorneys' fees and other expenses incurred by United in connection with the recovery of all costs due under the Work Order or in connection with the application of its terms. The customer will pay the amounts due under the Work Order without any compensation, deduction or claim.

- C. Governing Law.** This Work Order is governed by the laws of the Country in which the Store Location is located. The national courts of the county in which the Store Location is located shall have exclusive jurisdiction over all matters relating to the Work Order and these Work Order Terms.

- D. **Class Action Waiver.** Customer agrees that any claim or proceeding brought by Customer regarding the Work Order or these Terms of Work Order or the Services shall be conducted on an individual basis, and not on a collective or representational basis, and that any person's claims or proceedings may not be aggregated with other claims or proceedings. Customer will not sue United as a plaintiff or class representative, join as a class member, or participate as an opposing party in any way in any class action against United. Nothing in this paragraph, however, limits the Customer's right to bring legal action as an individual plaintiff.
- E. **Customer Information.** Customer consents to the collection, use and disclosure of his/her personal identity and financial information as described herein. The Customer's personal identification and financial information is provided voluntarily and not as part of a credit card transaction. Personally identifiable information includes, for example, customer's name, billing address, post code, phone number, date of birth, driver's license number, and email address. Financial information includes, for example, information relating to balances or invoices related to the Work Order. Customer's personally identifiable information may be used for the purposes of this transaction, any subsequent transaction with United, and to enable United to evaluate and improve its products and services and/or develop new products or services. Customer's personally identifiable information and/or financial information may be disclosed to subcontractors, service providers, and other third parties who support United's business and who have contractual obligations to maintain the confidentiality of personal information and to use it only for the purposes for which United discloses it to them.

19. ENTIRE AGREEMENT/SINGLE AGREEMENT

The Work Order and these Work Order Terms represent the entire agreement between Customer and United with respect to the Equipment Services. There is no oral or other statement or agreement not included herein. None of United's or Customer's rights may be modified and no extension of the terms of the Work Order may be made except in writing, with the signature of United and Customer. Any use of the Customer's purchase order number on the Work Order is solely for the convenience of the Customer. This Work Order supersedes any purchase order or other provisions or forms of the Customer, whether sent or received before or after the Work Order.

20. FORCE MAJEURE

United shall not be liable for delays resulting from circumstances or causes beyond its reasonable control and not due to United's fault, including, without limitation, fire, flood, hurricane, earthquake or other natural disaster or accident, natural disaster, strike or labour dispute, war, insurrection, terrorist attacks, riots or other violence, epidemic or pandemic, inability to obtain parts or materials, or any law, ordinance or requirement of any government agency or authority.

21. AUTONOMY OF THE CLAUSES

If any or more articles or paragraphs of these Work Order Terms are illegal or unenforceable in whole or in part, they shall be deemed separate and severable from these Work Order Terms and the other provisions of these Work Order Terms shall remain in full force and effect and shall be binding on the parties as if the paragraphs or parts in question had never been included therein.

22. WORKSHOP SUPPLY COSTS

The Customer acknowledges that the total amount of labor indicated on the Work Order is subject to a workshop supply fee of four percent (4%), which it undertakes to pay. The "Workshop Supply Fee" represents United Rentals' costs and profits for the use of various



workshop supplies related to labor and other services provided to Customer by United pursuant to this Work Order, and will not exceed £75.00 per Work Order.