CAN (OFFSHORE) LIMITED
CONDITIONS OF EQUIPMENT HIRE

These General Terms and Conditions shall apply to any hire of equipment from CAN Group (through CAN, ENGTEQ or VENTEQ business streams) unless and until other terms are expressly agreed in writing under clause 2.

1. DEFINITIONS

"Company" means CAN (Offshore) Limited, or another member of CAN Group that adopts these Conditions by referring to them in its quotation.

"Client" means the company, person, firm or organisation to whom a quotation for the Hire of Equipment has been submitted by the Company or which hires Equipment from the Company.

"Affiliate" means any entity that controls, is controlled by, or is under common control with a party. "Control" means holding more than 50% of the voting rights or the power to direct management.

"Applicable Law" means all laws, statutes, regulations, codes and binding requirements of any competent authority that apply to the Equipment, the Hire or a party.

"Business Day" means a day other than a Saturday, Sunday or public holiday in England.

"Company Group" means the Company, its Affiliates (including other CAN Group companies), its and their sub-contractors of any tier (but not the Client Group), and the directors, officers, employees and agents of all of them.

"Client Group" means the Client, its Affiliates, its and their co-venturers and joint owners, its and their other contractors and sub-contractors of any tier (but not the Company Group), and the directors, officers, employees, agents and invitees of all of them.

"Consequential Loss" means loss of production, loss of product, loss of use, loss of revenue, loss of profit, loss of anticipated savings, loss of goodwill, business interruption, and any indirect or consequential loss, whether or not foreseeable.

"Contract" means the contract between the Company and the Client for the Hire, made up of the accepted quotation (or CTR) or order and these Conditions.

"Equipment" means any apparatus, material or equipment (including all accessories supplied either as part of a kit or as standard with the main unit) as set out in the Contract.

"Hire" means the hire by the Client of Equipment from the Company, without personnel to operate the Equipment, on the basis of supply of Equipment only, and where the context requires the period of that hire.

"Hire Charges" means the daily rental and all other sums payable by the Client under the Contract.

"Replacement Value" means the value stated in the quotation or, if none is stated, the then-current manufacturer's list price for new equipment of the same or equivalent specification (or, if no list price is available, the Company's reasonable replacement cost).

"Sanctions" means economic or financial sanctions, trade embargoes or restrictive measures imposed, administered or enforced by the United Kingdom, the United States, the European Union, the United Nations or any other relevant authority.

"Site" means the delivery address or worksite stated in the Contract, including any offshore installation, vessel, plant or onshore facility.

In these Conditions, headings do not affect interpretation, a reference to legislation includes that legislation as amended or replaced from time to time, "including" means "including without limitation", and "in writing" includes email.

2. APPLICATION OF CONDITIONS

2.1 These Conditions apply to every Hire of Equipment by a Client from the Company, except where modified by special arrangements confirmed in writing and signed by an authorised signatory of the Company.

2.2 Accepting a quotation or order, taking delivery of the Equipment, or proceeding with the Hire constitutes acceptance by the Client of these Conditions.

2.3 These Conditions apply to the Hire to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Any terms in the Client's purchase order, work tickets or other documents are rejected by the Company and have no effect, unless expressly agreed in writing by an authorised signatory of the Company. These Conditions should be referenced in the Client's purchase order (or equivalent), but failure to do so does not affect their application.

3. QUOTATIONS AND FORMATION OF THE CONTRACT

3.1 Quotations (or CTRs) provided by the Company are valid for not more than thirty days from their date and are subject to availability of Equipment. The Company may withdraw a quotation at any time before it is accepted.

3.2 The Contract is formed when the Client accepts a quotation in writing, or the Company accepts the Client's order in writing, or the Company dispatches the Equipment on the Client's instruction, whichever happens first.

3.3 All rates are in pounds sterling per day per item unless otherwise stated, and exclude VAT and other taxes, which the Client shall pay in addition.

4. PERIOD OF HIRE

4.1 The Hire starts on the day the Equipment is dispatched by the Company, or collected by or on behalf of the Client from the Company's premises or other premises specified by the Company. It continues until the day the Equipment is returned to the Company's premises (or other address the Company specifies) during normal working hours, complete, clean and in good working order.

4.2 The Hire Charges are calculated daily, including days in transit. Part of a day is charged as a full day.

4.3 A minimum Hire of seven (7) calendar days applies to all Equipment, even if it is returned earlier, unless agreed otherwise in writing by an authorised signatory of the Company.

4.4 The Hire may be extended by agreement in writing between the parties. The daily rate agreed for the initial Hire period applies to any extension. If the Client keeps the Equipment after the agreed Hire period without such agreement, the Hire continues at the same daily rate until the Equipment is returned.

4.5 If the Equipment is not returned complete and in good repair and full working order (fair wear and tear excepted), the Company may charge the Client for the cost of repair, replacement of missing parts, re-calibration and re-

certification. If the Equipment is returned contaminated, including by hydrocarbons, chemicals, naturally occurring radioactive material (NORM) or other hazardous substances, the Client shall pay the Company's costs of decontamination and disposal.

4.6 If the Equipment is lost, stolen or irreparably damaged while on Hire, the Hire ends on the date the Company receives the Replacement Value under clause 10.

5. PAYMENT

5.1 The Client shall pay the Hire Charges invoiced by the Company. Hire Charges accrue daily from the start of the Hire, including days in transit.

5.2 For any Hire period exceeding thirty (30) days, the Company may invoice the Client in arrears at the end of each complete month. On return of the Equipment the Company will issue a final invoice for the total Hire period and any other charges due under the Contract.

5.3 Invoices are payable in full, in the invoiced currency and in cleared funds, within thirty days of the invoice date.

5.4 The Client shall pay all amounts due under the Contract without any set-off, counterclaim, deduction or withholding, except for tax that the Client is required by law to withhold. If the Client is so required, the Client shall increase the payment so that the Company receives the amount it would have received without the withholding, unless the Company can recover that tax by credit or refund.

5.5 If the Client does not pay an undisputed amount by the due date, interest will accrue on that amount daily, from the due date until payment (before and after judgment), at 8% a year above the Bank of England base rate from time to time. The Company is also entitled to compensation for debt recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998.

5.6 The Client must tell the Company in writing of any error or query on an invoice, giving its reasons, within 14 days of receiving it. If it does not, the invoice is treated as accepted, except for fraud or manifest error. The Client shall pay the undisputed part of any invoice by the due date.

5.7 Dismantling, packaging, transportation, shipping, insurance in transit, and any related customs charges, are for the Client's account. All Company packaging materials shall be returned to the Company or reimbursed by the Client.

5.8 If any undisputed amount is more than 14 days overdue, the Company may, on 7 days' written notice and without liability, suspend further deliveries or services until the overdue amount and accrued interest are paid.

6. ACCEPTANCE AND SUITABILITY OF EQUIPMENT

6.1 The Client shall inspect the Equipment on delivery and before use. Unless the Client notifies the Company in writing of any shortage or apparent defect within 48 hours of delivery, the Equipment will be treated as having been examined and found complete and in good condition, except for defects that a reasonable inspection would not reveal.

6.2 The Client is responsible for deciding whether the Equipment is suitable for its intended use, including its operating environment, compatibility with other equipment, and any hazardous area classification (such as ATEX or IECEx). The Company will provide any calibration, test or inspection certificates that are stated in the Contract.

7. DELIVERY AND RETURN

7.1 Delivery dates are estimates. The Company will use reasonable endeavours to meet them but does not commit to them, and shall not be liable for delay arising from any cause beyond its control or the control of its employees, agents or sub-contractors, including a Force Majeure Event.

7.2 Risk in the Equipment passes to the Client when the Equipment is dispatched by the Company or collected by or on behalf of the Client, and remains with the Client until the Company receives it back under clause 4.1.

7.3 Additional charges apply for installation and for transport of the Equipment from the place of supply to the Site and back, where applicable.

7.4 If the Client is not ready to take delivery, or cancels an order after the Contract is formed, the Company may charge for its reasonable costs and any minimum Hire under clause 4.3.

8. LIABILITY, INDEMNITIES AND LIMITATION

8.1 Subject to clause 10, which allocates the risk of loss of and damage to the Equipment: (a) the Company shall release, defend, indemnify and hold harmless the Client Group from and against claims arising from injury, illness or death of the Company Group's personnel and loss of or damage to the Company Group's property (other than the Equipment); and (b) the Client shall release, defend, indemnify and hold harmless the Company Group from and against claims arising from injury, illness or death of the Client Group's personnel and loss of or damage to the Client Group's property. Each indemnity in this clause 8.1 applies whatever the cause, including the negligence or breach of duty of the indemnified party, but not to the extent the loss is caused by that party's wilful misconduct.

8.2 The Client shall be solely responsible for, and shall indemnify, defend and hold harmless the Company Group against, all claims by third parties (including loss, damage, injury, death and pollution) arising in connection with the possession, use, operation or transport of the Equipment during the Hire, except to the extent caused by the negligence or breach of the Contract of the Company Group or by a defect in the Equipment that existed on delivery.

8.3 Neither party shall be liable to the other for Consequential Loss, and each party shall release, defend, indemnify and hold harmless the other party's Group against Consequential Loss suffered by its own Group, whatever the cause, including negligence or breach of duty.

8.4 Subject to clauses 8.1, 8.3 and 8.5, the Company's total liability to the Client arising out of or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed 100% of the Hire Charges paid or payable under that Contract.

8.5 Nothing in these Conditions limits or excludes the Company's liability for death or personal injury caused by its own negligence or the negligence of its employees, agents or sub-contractors, for fraud or fraudulent misrepresentation, or for any liability that cannot be limited or excluded by law.

8.6 The Company is not responsible for the quality or accuracy of any data or results obtained using the Equipment, or for the Client's decisions about its assets or operations, whether or not it relies on that data.

9. WARRANTY AND EXCLUSIONS

9.1 The Company warrants that on delivery the Equipment will be of satisfactory quality, will substantially conform to the

description and specification in the Contract, and that the Company has the right to hire it to the Client.

9.2 If the Client notifies the Company promptly in writing that the Equipment is faulty through no fault of the Client, the Company will, at its option, repair or replace the Equipment or adjust the Hire Charges for the period the Equipment was unusable. This is the Client's sole remedy for a breach of clause 9.1. Transit time to and from the Company's premises, and any delay in returning the Equipment after a malfunction is discovered, is not downtime and does not reduce the Hire Charges.

9.3 The warranty in clause 9.1 does not apply to faults caused by misuse, unauthorised modification or repair, failure to follow operating instructions, or fair wear and tear.

9.4 These Conditions set out the full extent of the Company's obligations and liabilities in respect of the Equipment and the Hire. To the fullest extent permitted by law, all other conditions, warranties and representations, whether express or implied, statutory or collateral, including as to fitness for any particular purpose, are excluded.

10. LOSS OR DAMAGE TO THE EQUIPMENT AND INSURANCE

10.1 The Client bears the entire risk of loss, theft, destruction and damage to the Equipment, from any cause, from the start of the Hire under clause 4.1 until the Company receives the Equipment back, except for fair wear and tear and any defect that existed on delivery. The Client shall give the Company immediate written notice of any loss, theft, accident or damage.

10.2 If the Equipment is lost, stolen or damaged beyond repair, the Client shall pay the Company the Replacement Value within 14 days of the occurrence. Where the Equipment is repairable, the Client shall pay for repair by the manufacturer (or another repairer approved by the Company), provided that the repair restores the Equipment to its condition before it was shipped.

10.3 The Client shall pay the Hire Charges until the Company receives the Replacement Value, or the Equipment is returned repaired, in addition to the sums in clause 10.2.

10.4 The Client shall arrange and maintain throughout the Hire: (a) insurance of the Equipment for its full Replacement Value against all risks of physical loss or damage, including fire, theft, accident and loss in transit; and (b) public and third party liability insurance for at least £5,000,000 for any one occurrence, and any further insurance required by law or reasonably required by the Company.

10.5 The Client's insurance policies shall name the Company as loss payee for any claim relating to the Equipment, shall waive subrogation against the Company Group to the extent of the Client's liabilities under these Conditions, and shall be endorsed to give the Company at least twenty (20) Business Days' prior written notice of cancellation or material change. The Client shall pay any deductibles.

10.6 The Client shall give the Company certificates of insurance on request. If the Client fails to place or maintain the insurance or to provide satisfactory evidence of it, the Company may refuse to supply the Equipment. If the Client is self-insured, it shall give the Company written evidence of this on request.

10.7 Insurance does not relieve the Client of any obligation under these Conditions or any liability it has by law.

11. OBLIGATIONS OF THE CLIENT

The Client shall during the Hire:

(a) ensure that the Equipment is kept at the Site stated in its order and, if it is moved, notify the Company in writing immediately;

(b) ensure that the Equipment is operated properly and only by competent persons who have the formal training, competence and qualifications needed to use the Equipment for its intended purpose;

(c) at its own expense keep the Equipment in good repair and condition, and make good any loss of or damage to it. If servicing by the manufacturer is needed, the Company will use reasonable endeavours to help the Client obtain it, at the Client's expense;

(d) not remove, alter or cover any numbering, lettering, insignia, warning or documentation on the Equipment;

(e) not copy or reproduce the Equipment or any part of it;

(f) not carry out, or allow any person to carry out, any work on or modification, alteration or repair of the Equipment without the written consent of an authorised signatory of the Company;

(g) at its own expense keep the Equipment safe and without risk to health, and take all reasonable and practicable steps to ensure that its use of the Equipment complies with the Health and Safety at Work etc. Act 1974 and all other Applicable Law on health, safety and the environment;

(h) obtain and maintain all licences, permits and authorisations required to operate the Equipment, and not do, or permit, anything that would cause the Equipment or its use to contravene any Applicable Law;

(i) not sell, assign, mortgage, pledge, sub-hire, part with possession of or otherwise deal with the Equipment or any interest in it;

(j) not assign, transfer, charge or sub-contract any of its rights or obligations under the Contract without the written consent of an authorised signatory of the Company;

(k) keep the Equipment free from liens, claims, charges and encumbrances;

(l) keep the Company informed of all material matters relating to the Equipment;

(m) deliver up the Equipment at the end of the Hire at the address the Company requires or, if necessary, give the Company or its representatives access to the Site or any premises or vessel where the Equipment is, to remove it, and pack the Equipment in the standard packaging where applicable; and

(n) not do, or permit, anything that could invalidate the insurances required by clause 10.

12. OWNERSHIP, INSPECTION AND REPOSSESSION

12.1 The Equipment is, and shall at all times remain, the sole property of the Company. The Client has no right, title or interest in the Equipment, other than the right to possess and use it in accordance with these Conditions.

12.2 The Client shall allow the Company, on reasonable notice and at reasonable times, to enter the Site or any premises or vessel where the Equipment is located to inspect it, and shall comply with the Company's reasonable requests about the Equipment. The Client shall obtain any third-party consents needed for this.

12.3 At any time after the Hire ends for any reason, the Company may without notice retake possession of the Equipment. For that purpose the Client grants the Company and its representatives a licence to enter, and shall procure access to, any premises or vessel belonging to or occupied or controlled by the Client or where the Equipment is located.

13. USE OF EQUIPMENT

13.1 The Client shall provide all power sources and support equipment needed to operate the Equipment satisfactorily, and shall provide an operating environment in line with the manufacturer's recommendations.

13.2 The Client acknowledges that the work for which it intends to use the Equipment is its sole responsibility, is carried out under the Client's direction and control, and is not under the direction or control of the Company.

13.3 The Client shall maintain effective control of the Equipment, keep it in a secure and suitable environment when not in use, and ensure that there is no unauthorised transfer or diversion of it.

13.4 If the Equipment fails and cannot be repaired by the Client or by any operator on site, the Client shall either pay the travel costs of an engineer designated by the Company to visit the Site (including air fares, subsistence and all other reasonable expenses), or arrange and pay for transfer of the Equipment to the Company's premises for repair. Replacements for damaged Equipment shall be agreed between the parties.

13.5 Data or images left on the Equipment will be erased after it is returned to the Company. The Client is responsible for backing up any data it needs.

13.6 The Client shall obtain and pay for all licences and authorisations needed to export, re-export, import and return the Equipment, including all costs, taxes, levies and duties assessed by any government or body in connection with its temporary importation or exportation.

13.7 If the Equipment is to be transferred to a country where a regulatory authority requires details of its intended use, the Client shall on request give the Company an "End User Statement".

13.8 The Client shall not allow the Equipment to be exported or transferred to any country or territory subject to comprehensive Sanctions, or to any person that is a target of Sanctions, or otherwise in breach of Applicable Law on export controls.

14. SPECIALIST AND HAZARDOUS EQUIPMENT

14.1 Where the Equipment includes radioactive sources, ionising radiation equipment, pressure equipment, lifting equipment, or other items subject to specific regulation, the Client shall comply with all Applicable Law and the Company's written instructions for its handling, use, storage, transport, inspection and return, and shall only allow persons with the required training and authorisations to use it.

14.2 The Client shall not use the Equipment in a hazardous area unless the Contract states that it is suitable for that classification.

14.3 The Client shall immediately tell the Company of any incident, near miss, over-exposure, loss of control or suspected damage involving the Equipment, and shall co-operate in any investigation or report to a regulator.

15. DESCRIPTION OF EQUIPMENT

The descriptions, illustrations, specifications, drawings and material in any catalogue, price list, brochure, leaflet or other descriptive matter represent the general nature of the Equipment, but do not form part of the Contract unless the Contract says so, and no representation is made as to their accuracy.

16. TERMINATION

16.1 The Company may terminate the Hire with immediate effect by written notice to the Client if: (a) the Client does not pay any amount due under the Contract by the due date and remains in default not less than five (5) Business Days after being notified to pay; (b) the Client commits a material breach of the Contract that cannot be remedied, or does not remedy a remediable material breach within five (5) Business Days after being notified to do so; (c) the Client is unable to pay its debts as they fall due, or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or commences negotiations with, or makes a proposal or arrangement with, its creditors for rescheduling its debts; (d) a petition is filed, a notice given, a resolution passed or an order made for the winding up, administration or bankruptcy of the Client, or an administrator, receiver, administrative receiver or liquidator is appointed over it or any of its assets; (e) any diligence, execution or other legal process is commenced or levied against the Client or the Equipment; (f) the Client ceases or threatens to cease carrying on all or a substantial part of its business, or abandons the Equipment; or (g) any event similar to those in (c) to (f) occurs in any other jurisdiction.

16.2 The Company may also terminate the Hire for convenience on 14 days' written notice to the Client.

16.3 The Client may end the Hire by returning the Equipment under clause 4.1, subject to the minimum Hire in clause 4.3.

16.4 On termination for any reason the Client shall immediately return the Equipment, or give the Company access to retake it under clause 12.3. The Client shall pay all Hire Charges accrued up to the date the Equipment is returned.

16.5 If the Company terminates under clause 16.1, the Client shall also pay the Company compensation for the Hire Charges that would have been payable for the rest of the agreed Hire period, less any amount the Company recovers by re-hiring the Equipment, and the Company's reasonable costs of recovering the Equipment.

17. FORCE MAJEURE

17.1 A "Force Majeure Event" is an event or circumstance beyond a party's reasonable control that prevents or delays it from performing an obligation (other than a payment obligation). It includes war, terrorism, insurrection, civil unrest, strikes or industrial action (other than by the affected party's own workforce), fire, flood, explosion, adverse weather and sea conditions, epidemic or pandemic, government action, embargoes, Sanctions, failure of public utilities or transport, and inability to obtain transport facilities.

17.2 A party affected by a Force Majeure Event is not liable for failure or delay in performing the obligations affected, as long as it notifies the other party promptly, uses reasonable endeavours to limit the effect, and resumes performance as soon as it reasonably can. This does not relieve the Client of liability to pay Hire Charges while the Equipment remains in its possession.

17.3 If a Force Majeure Event lasts more than 60 days, either party may terminate the affected Hire by written notice.

18. CONFIDENTIALITY AND PERSONAL DATA

18.1 Each party shall keep confidential all non-public technical, operating and commercial information it receives from the other in connection with the Contract (including the Company's rates and the terms of the Contract), use it only for the purposes of the Contract, and disclose it only to personnel, advisers, insurers and co-venturers who need to know it and are bound by equivalent obligations, or as required by law or a regulator. These obligations continue during the Hire and for ten (10) years after it ends.

18.2 This clause does not apply to information that was lawfully held by the recipient before disclosure, is or becomes public other than through breach of the Contract, or is lawfully obtained from an independent source.

18.3 Each party shall comply with data protection law, including the UK GDPR and the Data Protection Act 2018, when handling personal data in connection with the Contract. Each party acts as an independent controller of personal data it receives from the other, and shall not transfer it outside the United Kingdom without appropriate safeguards.

19. ANTI-BRIBERY, SANCTIONS AND MODERN SLAVERY

19.1 The Company and the Client shall uphold the highest standards of business ethics in the performance of the Contract. Each warrants that it shall comply with all Applicable Law on bribery, corruption, fraud and tax evasion, including the Bribery Act 2010, the Criminal Finances Act 2017, the failure-to-prevent-fraud offence in the Economic Crime and Corporate Transparency Act 2023 and the US Foreign Corrupt Practices Act of 1977, each as amended or replaced from time to time, and that it has, and will maintain throughout the Hire, adequate policies and procedures designed to prevent bribery and corruption.

19.2 Each party warrants that neither it, nor any of its Affiliates, nor any director or officer of them, is the target of Sanctions. The Company is not required to perform, and may suspend or terminate, any Hire that would breach Sanctions or export control law, without liability to the Client.

19.3 Each party shall comply with the Modern Slavery Act 2015. The Company has zero tolerance towards slavery and human trafficking and has defined a set of indicators and controls to combat modern slavery and human trafficking in its organisation and supply chain. The Client shall operate to an equivalent standard.

20. ENTIRE AGREEMENT

20.1 These Conditions, together with the quotation (or CTR) issued by the Company and accepted by the Client, constitute the entire agreement between the parties for the Hire. They replace all earlier negotiations, representations and agreements about the Hire, written or oral.

20.2 The Client acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made by or on behalf of the Company that is not set out in the Contract. This does not limit liability for fraud.

20.3 If there is a conflict, the following order of precedence applies: (a) any written amendment signed by an authorised signatory of the Company; (b) the accepted quotation; (c) these Conditions.

21. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

21.1 Except as stated in clause 21.2, no person who is not a party to the Contract has any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

21.2 Members of the Company Group and the Client Group may enforce clauses 8 and 10 as if they were parties, subject to the terms of the Contract. The parties may vary or end the Contract without the consent of any third party, even if that changes or removes a third party's rights under this clause.

22. ASSIGNMENT

22.1 The Client may not assign, transfer or sub-contract any of its rights or obligations under the Contract without the Company's prior written consent, as clause 11(j) provides.

22.2 The Company may, without consent, assign or transfer the Contract or any right under it to a member of CAN Group, or to a successor to all or part of the business to which the Contract relates, on written notice to the Client.

23. NOTICES

23.1 A notice under the Contract must be in writing and sent by hand, by recorded or international courier delivery, or by email, to the address or email address in the Contract or later notified by that party.

23.2 A notice is treated as received: if delivered by hand, on delivery; if sent by courier, on the date of delivery recorded by the courier; and if sent by email, at the time of sending (or, if that is not on a Business Day or is after 5.00 pm, at 9.00 am on the next Business Day).

24. VARIATION, WAIVER AND SEVERANCE

24.1 A change to the Contract is effective only if it is in writing and signed by an authorised person for each party.

24.2 A failure or delay in exercising a right or remedy is not a waiver of it.

24.3 If one or more of these Conditions is waived or found invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the rest is not affected. If a provision is invalid, illegal or unenforceable, it applies with the minimum change needed to make it valid, legal and enforceable.

25. CONTINUING OBLIGATIONS

Termination or expiry of the Hire, or the Client's return of the Equipment, does not release the parties from obligations that expressly or by their nature survive or extend beyond termination, including clauses 4.5, 5, 8, 9.4, 10, 12, 16.4, 16.5, 18, 21, 25 and 26.

26. GOVERNING LAW AND DISPUTES

26.1 The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it, are governed by the law of England and Wales.

26.2 The parties shall try to settle any dispute arising out of or in connection with the Hire by negotiation. The party claiming shall notify the other of the dispute in writing, and the parties' representatives shall try to settle it in good faith within thirty (30) days of receipt of that notice.

26.3 The courts of England and Wales have exclusive jurisdiction over any dispute that is not settled in that time. The Company may, however, bring proceedings to recover any sum due, or to obtain urgent interim relief or recover the Equipment, in any court of competent jurisdiction.