

BETWEEN:

(1) ENVIRO TECHNOLOGY SERVICES LTD (Company Number 1726773) whose registered address is at King-fisher Business Park, London Road, Stroud, Gloucestershire, GL5 2BY ('ET') and

(2) The entity whose name and details are specified in the Schedule of Requirements ('the **Customer**')

NOW IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

"Advance Payment"	means the advance payment set out in the Schedule of Requirements for the hire of the Equipment. For the avoidance of doubt, this is part of the Charges paid in advance and where relevant, may include the Delivery Charges, Training Fee and/or Installation Fee.
"Charges"	means the charges set out in the Schedule of Requirements for the hire of the Equipment.
"Commencement Date"	means the date of this Agreement.
"Delivery Date"	means the delivery date specified in the Schedule of Requirements.
"Delivery Charges"	means the delivery charges specified in the Schedule of Requirements.
"Equipment"	means the equipment which ET is hiring to the Customer as detailed in the Schedule of Requirements.
"Expert"	means an expert (appointed by ET) who deals in, values or advises on equipment of the same nature as the Equipment for the purposes of valuing Equipment for the purposes of identifying the Presumed Value.
"Intellectual Property Rights"	means all vested contingent and future intellectual property rights including but not limited to copyright, trade marks, service marks, design rights (whether registered or unregistered), patents, know-how, trade secrets, inventions, get-up, database rights and any applications for the protection or registration of these rights and all renewals and extensions thereof existing in any part of the world whether now known or in the future created.
"Installation"	means the installation of the Equipment by ET for the Customer.
"Installation Fee"	means the Installation Fee set out in the Schedule of Requirements.
"Hire Period"	means the period specified in the Schedule of Requirements and such extended periods as the parties may agree in writing subject to earlier termination in accordance with any provision of this Agreement.
"Index Figure"	means the United Kingdom's retail price index figure for the relevant year.
"Insurer"	means the insurer as defined in clause 4.5.
"Location"	means the location specified in the Schedule of Requirements and such other locations as the parties may agree from time to time.
"Presumed Value"	means the market value of such Equipment on sale by a willing seller to a willing buyer on the assumption that such Equipment is maintained strictly in accordance with the terms of this Agreement.
"Products"	means the products specified in the Schedule of Requirements.

- 'Schedule of Requirements' means ET's schedule of requirements setting out the commercial terms of this Agreement (which will form part of this Agreement).
- 'Total Loss' means the total loss or constructive or arranged total loss of the Equipment as declared by the Insurers or otherwise adjudged.
- 'Training' means basic training provided by ET to the Customer which would enable a reasonable competent user to use the Equipment.
- 'Training Fee' means the fees payable by the Customer for the Training as set out in the Schedule of Requirements.

- 1.2 In this Agreement unless the context otherwise requires:
 - 1.2.1 words importing any gender include every gender;
 - 1.2.2 words importing the singular number include the plural number and vice versa;
 - 1.2.3 words importing persons include firms, companies and corporations and vice versa;
 - 1.2.4 references to numbered clauses and schedules are references to the relevant clause in or schedule to this Agreement;
 - 1.2.5 reference in any schedule to this Agreement to numbered paragraphs relate to the numbered paragraphs of that schedule; and
 - 1.2.6 the headings to the clauses, schedules and paragraphs of this Agreement will not affect the interpretation.
- 1.3 In the case of conflict or ambiguity between any provision contained in the body of this Agreement and any provision contained in any schedule (including the Schedule of Requirements), the provision in the body of this Agreement shall take precedence.

2 HIRE

- 2.1 ET grants to the Customer a licence to use the Equipment throughout the Hire Period subject to the terms and conditions contained in this Agreement.
- 2.2 The Customer acknowledges that it is licensed to use the Equipment only in accordance with the express terms of this Agreement and not further or otherwise.
- 2.3 So long as the Customer is neither in default in payment of any sum of money payable nor is in breach of any of the terms of this Agreement, the Customer may peaceably hold and enjoy quiet possession of the Equipment during the Hire Period.

3 DELIVERY OF EQUIPMENT, USE AND TRAINING

- 3.1 On the Delivery Date, ET shall make the Equipment available for collection by the Customer at ET's premises. Notwithstanding the foregoing, where agreed in the Schedule of Requirements, ET will deliver the Equipment to Location provided the Customer has paid the Delivery Charges to ET.
- 3.2 Where agreed in the Schedule of Requirements and subject to the Customer paying ET such the Training Fee and/or Installation Fee (as the case may be), ET will (as the case may be) Install the Equipment and provide the Customer with the Training to properly utilise the Equipment.
- 3.3 The Customer shall inspect the Equipment prior to collecting the Equipment, upon delivery or Installation of the Equipment to it at the Location (as the case may be) and to notify ET immediately in writing of any defect in the Equipment in which case, ET will inspect and verify such claims by the Customer. Where the Customer's claims are valid, ET will replace such Equipment or the defective part of the Equipment (as the case may be) for the Customer at no additional cost to the Customer. If no such notification is given, it shall be conclusively presumed that the Equipment is complete and in good order and condition and fit for the purpose for which it is required and in every way satisfactory to the Customer.
- 3.4 The Customer agrees to allow ET or its duly authorised agent or representative upon reasonable notice at any time access to inspect the Equipment.
- 3.5 The Customer shall keep the Equipment in its own possession at the Location (or at such other location(s) as ET may agree) and in compliance with any policy of insurance affecting the Equipment and the Customer shall neither sell or offer for sale, assign, mortgage, pledge, underlet, lend or

otherwise deal with the Equipment or any interest in it or in this Agreement nor to allow the creation of any charge or lien over it. The Customer shall not permit the Equipment to become affixed to, or otherwise connected with, any land or building so that it will or may become a fixture. The Customer will obtain all necessary waivers addressed to the Company from any landlord, mortgagee or chargee of any premises in which the Equipment shall be situated. As between ET and the Customer, the Equipment will remain personal moveable property. The Customer will be responsible for any damage caused to any land or building as a result of affixation or removal of the Equipment (whether by the Customer or ET) and will indemnify ET in respect of any claim made against it for such damage.

4 TITLE RISK AND INSURANCE

- 4.1 Risk in the Equipment (but not the title) shall pass to the Customer on collection or delivery of the Equipment (as the case may be). Subject to fair wear and tear, if any part(s) of the Equipment shall thereafter be damaged, lost or destroyed, ET shall promptly replace the same subject to the Customer paying the cost of delivery of such replacement.
- 4.2 The Equipment shall at all times remain in the ownership of ET. To this end, the Customer shall:
 - 4.2.1 hold the Equipment as ET's fiduciary agent;
 - 4.2.2 store the Equipment (at no cost to the Company) in a manner that it remains readily identifiable as ET's property; and
 - 4.2.3 not destroy, deface or obscure any identifying mark on the Equipment which indicates that ET is the owner of the Equipment.
- 4.3 The Customer shall insure the Equipment and keep the Equipment insured with a reputable insurer ('Insurer') throughout the Hire Period (in the joint names of both parties) for its full replacement value against all risks on a comprehensive policy without restriction or excess.
- 4.4 In addition, the Customer shall insure ET and the Customer against all liability to third persons for death personal injury and damage to or loss of property arising directly or indirectly out of the use possession or operation of the Equipment for such amount as is prudent in all the circumstances and in any event for at least the sum of £3,000,000.
- 4.5 The Customer shall pay punctually all premiums due for such insurance and to produce to ET on request the policy or policies together with evidence of payment of the premiums and agrees that ET may effect the insurance referred to in clause 4.4 and 4.6 if the Customer has failed to do so (though it is not under any obligation so to do) and to reimburse ET on demand the cost of so doing.
- 4.6 Where the Equipment is damaged and suffers a Total Loss, the Customer shall pay to ET upon the expiry of 30 days after a Total Loss (or on such later date as ET may agree) an amount equal to the sum of:
 - 4.6.1 all arrears of the Charges including apportioned Charges for any broken period; and
 - 4.6.2 such amount as the Expert may determine as the Presumed Value on the date of the occurrence of the Total Loss even if such Presumed Value exceeds the sum paid by the Insurers under the policy or policies maintained in compliance with clause 4.4 above.
- 4.7 If on the expiry of the period of 30 days from the date of the Total Loss, the Insurers have not made payment to the Customer under the policy or policies maintained in compliance with clause 4.4 above, the Customer shall pay to ET upon demand such sum as shall be determined by the Expert to be the Presumed Value.
- 4.8 The Customer agrees to pay the costs and expenses of the provision of the opinion of the Expert such costs and expenses (if any) to be added respectively to the amounts payable under clauses 4.7 and 4.8.
- 4.9 Where the Equipment sustain loss or damage not amounting to a Total Loss, the Customer shall forthwith notify ET and shall make good such damage and shall apply all insurance moneys payable in making good such damage and where applicable, upon being requested by ET so to do forthwith to assign to ET all the Customer's rights benefits and claims under any relevant policy of insurance.
- 4.10 Notwithstanding the other provisions in this clause 4, the Customer shall be solely responsible for and shall indemnify ET in respect of all loss of or damage to the Equipment (in so far as ET is not reimbursed by the proceeds of insurance in respect thereof).

5 PAYMENT

- 5.1 The Customer shall pay ET the Charges including the Advance Payment (and where applicable the Training Fee, Installation Fee or Delivery Charges) prior to the Commencement Date. Notwithstanding the foregoing, where agreed by ET in writing, the Customer shall pay ET the Advance Payment prior to the Commencement Date and the balance of the Charges pursuant to the agreed time table set out in the Schedule of Requirements.
- 5.2 The Charges (including the Advance Payment), Training Fee, Installation Fee, Delivery Charges and/or such other payment payable by the Customer to ET shall be:
 - 5.2.1 exclusive of VAT and any other tax which where applicable shall be payable by the Customer; and
 - 5.2.2 exclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Equipment, and any duties, imposts or levies, which, where applicable, shall be payable by the Customer in addition.
- 5.3 No payment by the Customer to ET shall be deemed to have been received until ET has received cleared funds.
- 5.4 The Customer shall pay all such monies payable in full without any deduction whether by way of set off, counterclaim or otherwise. Time of payment shall be of the essence.
- 5.5 If payment is not made on the due date, ET shall (at its sole discretion) be entitled:
 - 5.5.1 to cancel this Agreement and retrieve the Equipment from the Customer without any liability to the Customer; and/or
 - 5.5.2 without limiting any other rights set out in this clause or it may have, to charge interest on the outstanding amount (both before and after any judgment) in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 with such interest to accrue on a daily basis from the due date until the outstanding amount is paid in full.
- 5.6 No partial payment expressed to be "in full and final settlement" shall be effective as such unless specifically agreed in Writing by the Company.

6 OBLIGATIONS OF THE CUSTOMER

- 6.1 The Customer agrees:
 - 6.1.1 to use the Equipment in a skilful and proper manner and in accordance with any operating instructions or Training instructions issued for them and to ensure that the Equipment is operated and used by properly skilled and trained personnel and indemnify ET against the failure to do so;
 - 6.1.2 to (subject to fair wear and tear) keep the Equipment at all times in good repair condition and working order properly serviced and maintained and to report any faults and/or problems with the Equipment as soon as it is reasonably practicable;
 - 6.1.3 to give ET the exclusive right to carry out any repair or fit all such new parts as shall from time to time be required throughout the Hire Period. In this regard, unless otherwise agreed in writing, ET will:
 - 6.1.3.1 carry out routine services on the Equipment once every 6 months during the Hire Period and the Customer agrees to pay such routine services fee at ET's then applicable rates; and
 - 6.1.3.2 carry out breakdown services and the Customer agrees to pay such breakdown services fee at ET's then applicable rates;
 - 6.1.4 that any agreement between ET and the Customer under which ET agrees to procure to the Customer maintenance and servicing facilities in respect of the Equipment (including clause 6.1.3) is without prejudice to and shall have no effect on the Customer's obligations under the terms of this Agreement to maintain the Equipment in accordance with the provisions of this clause 6 nor shall any default by ET be the subject of any set-off by the Customer;
 - 6.1.5 that where ET waives its rights under clause 6.1.3 to allow the Customer to appoint a third party to service the Equipment, such service provider shall be adequately qualified (and where applicable, authorised by the Equipment manufacturer) to service and repair such Equipment to the manufacturer's standards.
 - 6.1.6 to make no alteration to the Equipment and not to remove any existing component from the Equipment without the prior written consent of ET;

- 6.1.7 to provide throughout the Hire Period all computer software programs or any consumable items necessary or desirable for the use and operation of the Equipment unless otherwise agreed by the parties;
 - 6.1.8 (where applicable and unless otherwise agreed by ET), to carry out and prepare the Location and to duly install the Equipment at the Location (subject always to the Equipment not becoming a fixture at the Location); and
 - 6.1.9 to utilise the Equipment exclusively at the Location unless otherwise agreed by ET.
 - 6.2 Without prejudice to clause 6.1.3, the Customer undertakes to keep or procure to be kept throughout the Hire Period accurate complete and current records of all maintenance carried out to the Equipment.
 - 6.3 The Customer undertakes to obtain effect and keep effective all permissions licences and permits which may from time to time be required by law or otherwise and to comply with all statutory and other obligations of all kinds in relation to the Equipment and the use of them and at its own expense to add to or install with the Equipment any safety or other equipment required by any applicable law or regulation to be so added or installed for the use or operation of the Equipment and to protect the Equipment against distress execution or seizure and to indemnify ET against all losses charges and damages however incurred by ET by reason of failure by the Customer to comply with any of the above terms of this clause 6.3.
 - 6.4 The Customer shall allow ET or its duly authorised agent or representative upon reasonable notice during working hours to inspect the Equipment and any records, logbook or manual which relate to the Equipment.
 - 6.5 The Customer shall not to transfer, sell, assign, sub-license, pledge, or otherwise dispose of, encumber or suffer a lien or encumbrance upon or against any interest in the Equipment.
- 7 VARIATION OF RENTAL PAYMENTS**
- 7.1 ET may, by not less than one month's notice in writing to the Customer, increase the Charges with effect from any 1st January falling after the Commencement Date. Such increase shall be whichever is the higher of 5% or a percentage increase in the Index Figure over the previous twelve months.
 - 7.2 ET may, by not less than one month's notice in writing to the Customer, increase the Charges if there is any change in rates of taxation or relevant taxation rules which, without such increase, would result in a reduction in ET's anticipated rate of return under this Agreement.
- 8 LIABILITY AND INDEMNITY**
- 8.1 Nothing in this Agreement excludes or limits the liability of ET for death or personal injury caused by ET's negligence or for fraudulent misrepresentation.
 - 8.2 Subject to Clauses 8.1 and 8.5, ET's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to:
 - 8.2.1 in respect of matters for which ET does not carry insurance, the Charges; and
 - 8.2.2 in respect of matters for which ET carries insurance, the insured value.
 - 8.3 ET shall not be liable to the Customer for any indirect or consequential loss or damage (including without limitation, for loss of profit, loss of business, loss of director's time, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with this Agreement and/or the Equipment.
 - 8.4 The provisions of this Clause 8 shall survive the termination of this Agreement.
 - 8.5 Subject to clause 8.1, all liability that is not expressly assumed in this Agreement is hereby excluded. Without prejudice to the generality of the foregoing, ET shall not be liable to the Customer:
 - 8.5.1 in contract or in tort for loss injury or damage arising by reason of any defects in the Equipment whether such defects be latent or apparent on examination;
 - 8.5.2 for any statement term condition warranty or representation made by any supplier dealer agent broker or other person through whom this transaction may have been introduced negotiated or conducted and persons other than those in the employ of ET have no authority express or implied to act as agent for ET; and/or
 - 8.5.3 either for any loss whatever suffered by the Customer as a result of the Equipment or any part of them being unusable or to supply any replacement goods during any period when the Equipment or part of them are unusable.

- 8.6 The exclusions and limitations of liability set out in this Clause 8 shall be considered severally. The invalidity or unenforceability of any one of these sub-clauses shall not affect the validity or enforceability of any other part of this Clause 8.
- 8.7 The Customer undertakes to indemnify ET against all loss actions claims demands proceedings (whether criminal or civil) costs legal expenses (on a full indemnity basis) insurance premiums and calls liabilities judgments damages or other sanctions whenever arising directly or indirectly from the Customer's failure or alleged failure to carry out its duties under this Agreement or by reason of any loss injury or damage suffered by any person (including without limitation ET) which relate to the Equipment.
- 8.8 ET agrees that provided that the Customer is not in default hereunder it will upon request assign to the Customer (so far as the same are capable of being assigned) the benefit of all expressed warranties granted in favour of ET by the supplier of the Equipment or the manufacturer of them or any third party provided that the Customer shall first fully indemnify ET to the satisfaction of ET against all costs claims damages and expenses incurred or to be incurred in connection with the enforcement thereof or the making of any claim thereunder and provided that upon the expiration of the Hire Period or upon the earlier termination of the hiring hereunder the Customer agrees to re-assign such warranties to ET.
- 8.9 The Equipment is selected by the Customer and acquired by ET at the request of the Customer solely for the purpose of hiring the Equipment to the Customer and save as above ET does not let or supply the Equipment with any representation concerning the condition performance suitability or qualities of the Equipment or with or subject to any term condition or warranty express or to be implied by statute description at common law or otherwise and all such representations terms conditions warranties whether relating to the capacity age quality description condition leasing possession transportation or use of the Equipment or to the satisfactory quality or suitability or fitness of the Equipment for a particular or any purpose are excluded.

9 CONFIDENTIAL INFORMATION

- 9.1 Except as expressly provided, each party ('the Receiving Party') undertakes to treat as confidential and keep secret all information of the other party ('the Disclosing Party') marked 'confidential' or which may reasonably be supposed to be confidential that is disclosed by the Disclosing Party to the Receiving Party during the negotiations or the performance of this Agreement ('the Information'). If the Disclosing Party is ET the Information includes, without limitation, information contained or which relate to the Equipment. The Receiving Party shall protect the Information with the same degree of care as it employs with regard to its own confidential information of a like nature and in any event in accordance with best current commercial security practices, provided that this clause shall not extend to any Information which was rightfully in the possession of either party prior to the commencement of the negotiations leading to this Agreement or which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause).
- 9.2 The Receiving Party shall not without the prior written consent of the Disclosing Party disclose any part of the Information to any person except:
- 9.2.1 to its own employees who need to know the same in connection with the performance of this Agreement;
 - 9.2.2 as required by law; and
 - 9.2.3 to its professional advisors.
- 9.3 The Receiving Party undertakes to ensure that persons and bodies referred to in Clause 9.2 are made aware before the disclosure of any part of the Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party.
- 9.4 The Receiving Party shall promptly notify the Disclosing Party if it becomes aware of any breach of confidence by any person to whom it has disclosed all or any part of the Information and shall give the Disclosing Party all reasonable assistance in connection with any proceedings which the Disclosing Party may institute against such person for breach of confidence.
- 9.5 Clause 9 shall remain in full force and effect notwithstanding any termination of this Agreement.

10 RETURN OF EQUIPMENT

- 10.1 Subject to fair wear and tear, the Customer undertakes to deliver up the Equipment serviced and maintained and in good repair and working order together with all records log books and handbooks in respect thereof at the expiration of the Hire Period or upon earlier determination of this Agreement to such address as ET shall notify to the Customer. Notwithstanding the foregoing, the Customer agrees to allow ET, its agents or representatives at ET's discretion access to any premises where the Equipment may be for the purpose of inspecting and removing them.

- 10.2 If ET needs to carry out any servicing maintenance repair or other work to the Equipment, the Customer agrees to reimburse the cost thereof (together with VAT thereon) to ET forthwith upon demand.

11 TERMINATION AND CONSEQUENCES OF TERMINATION

- 11.1 This Agreement shall commence on the Commencement Date and shall subject to earlier termination, remain in full force and effect during the Hire Period. The parties may extend the Hire Period for such additional period(s) as the parties agree in writing and in such circumstances, such additional period(s) will form part of the Hire Period.

- 11.2 ET may terminate this Agreement immediately on giving notice in writing to the Customer if:

11.2.1 the Customer commits any serious breach of any term of this Agreement and (in the case of a breach capable of being remedied) fails to remedy the breach, within 30 days after the receipt of a request in writing from ET to do so;

11.2.2 the Customer failed to pay the Charges or any of the sums agreed to be paid by the Customer to ET under this Agreement including without limitation to the Training Fee, Delivery Charges and/or Installation Fee punctually on the date when it is due;

11.2.3 the Customer shall do or allow to be done any act or thing that may prejudice or en-danger ET's rights in the Equipment;

11.2.4 the Customer where the customer is a living person dies;

11.2.5 an encumbrancer takes possession of or a receiver is appointed over any of the property or assets of the Customer;

11.2.6 the Customer convenes a meeting of its creditors or a proposal is made for a voluntary arrangement or for any other composition, scheme or arrangement with (or assignment for the benefit of) its creditors, or another arrangement of similar import;

11.2.7 the Customer becomes subject to an administration order;

11.2.8 the Customer goes into liquidation or ceases to carry on its business (in both cases except for the purposes of an amalgamation or reconstruction); or

11.2.9 anything analogous to the foregoing occurs under the law of any jurisdiction in relation to the Customer

whereupon, ET's consent to the Customer's possession of the Equipment shall determine immediately and ET shall be entitled to take possession of the Equipment wherever it may be.

- 11.3 Any termination of the this Agreement (howsoever caused) shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision in this Agreement which is expressly or by implication intended to come into or to continue in force on or after such termination.

- 11.4 Forthwith upon the hiring of the Equipment being determined under clause 11.2 above, or if this Agreement expires, or if this Agreement is terminated upon a repudiation by the Customer accepted by ET, the Customer shall:

11.4.1 pay to ET all arrears of Charges including apportioned Charges for any broken period and any other monies due to ET including the Training Fee, Installation Fee and/or Delivery Charges (as the case may be);

11.4.2 return the Equipment to ET and such compensation where the Equipment is damaged or where the condition of the Equipment falls below such standards as may be reasonably accepted if the Customer had complied with all its obligations under this Agreement; and

11.4.3 damages for any breach of this Agreement and all expenses and costs incurred by ET in retaking possession of and selling or re-hiring the Equipment or attempting to sell or re-hire the Equipment and/or enforcing its rights under this Agreement.

12 ASSIGNMENT

The Customer shall not assign any rights and/or obligations to any third party without the prior written consent of ET. ET may however assign and sell its rights under this agreement and its rights in and to the Equipment.

13 ENTIRE AGREEMENT

This Agreement supersedes all prior agreements, arrangements and undertakings between the parties and constitutes the entire agreement between the parties relating to its subject matter. The parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement.

14 FORCE MAJEURE

Neither party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of that party. If such circumstances continue for a continuous period of more than 60 days, the non-affected party may terminate this Agreement by written notice to the other party.

15 NOTICES

15.1 All notices under this Agreement shall be in writing and must be in English.

15.2 Notices shall be deemed to have been duly given:

15.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or

15.2.2 when sent, if transmitted by fax or email and a successful transmission report or return receipt is generated; or

15.2.3 on the fifth business day of the sender following mailing, if mailed by national ordinary mail, postage prepaid; or

15.2.4 on the tenth business day of the sender following mailing, if mailed by airmail, postage prepaid

in each case addressed to the address, email address, or facsimile number specified in this Agreement and/or the Schedule of Requirements.

16 LANGUAGE

This Agreement is made only in the English language. If there is any conflict in the meaning between the English language version of this Agreement and any version or translation of it in any other language, the English language version shall prevail.

17 THIRD PARTIES

Without prejudice to any right or remedy of a third party which exists or is available outside of the Contracts (Rights of Third Parties) Act 1999, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. The parties of this Agreement do not require the consent of any third party to terminate, rescind or to agree any variation, waiver or settlement in relation to it.

18 GENERAL

18.1 If any provision of this Agreement is or becomes prohibited by law or is judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the remainder of this Agreement.

18.2 This Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary or other relationship between the parties other than the contractual relationship expressly provided for in this Agreement.

18.3 This Agreement may not be released, discharged, supplemented, interpreted, amended, varied or modified in any manner except by an instrument in writing signed by a duly authorised officer or representative of each party to this Agreement.

18.4 This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors and permitted assignees, and references to a party in this Agreement shall include its successors and permitted assignees.

18.5 Unless a party expressly waives its rights in writing no delay, neglect or forbearance by either party in enforcing against the other party any term or condition of this Agreement shall either be or be deemed to be a waiver or in any way prejudice any right of that party under this Agreement. No right, power or remedy in this Agreement conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party.

18.6 ET shall at all times retain the ownership of the Equipment and the Customer shall have no interest in the Equipment save as is provided by this Agreement.

19 PROPER LAW AND JURISDICTION

19.1 The parties agree that the place of performance of this Agreement is England. This Agreement and all matters arising from it and any dispute resolutions referred to below shall be governed by and construed in accordance with English law and the English Courts shall have exclusive jurisdiction save that:

19.1.1 ET shall have the right to sue in any jurisdiction in which the Customer is operating or has assets; and

19.1.2 ET shall have the right to sue for breach of its Intellectual Property Rights and other proprietary information (whether in connection with this Agreement or otherwise) in any country where it believes that infringement or a breach of this Agreement relating to its Intellectual Property Rights and/or other proprietary information might be taking place.

IN WITNESS WHEREOF the parties have hereunto set their respective hands the day month and year first abovewritten.

SIGNED by)
)
for and behalf of ET)
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SIGNED by)
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for and behalf of the Customer)
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