

**ICS COOL ENERGY LIMITED TERMS & CONDITIONS FOR RENTAL EQUIPMENT
CUSTOMER'S ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF CLAUSE 10**

1. APPLICATION OF TERMS

- 1.1. Customer's order to hire the Equipment from ICS Cool Energy Limited of ICS House, Stephenson Road, Calmore Industrial Estate, Totton, Southampton SO40 3SA (**ICS**) shall be deemed to be an offer by Customer to hire the Equipment subject to these terms & conditions (**Terms**). The Contract will be on these Terms to the exclusion of all other terms & conditions, including any terms or conditions which Customer seeks to impose or incorporate under any purchase order or other document or which are implied by trade, custom, practice or course of dealing.
- 1.2. Any samples, drawings, descriptive matter or advertising issued by ICS shall not form part of the Contract or have any contractual force.
- 1.3. Any typographical, clerical or other error or omission in any literature, quotation, or other document or information issued by ICS shall be subject to correction without any liability on the part of ICS.
- 1.4. No order placed by Customer to hire Equipment shall be deemed to be accepted by ICS until a written acknowledgement of order is issued by ICS or (if earlier) ICS commences work to fulfil the order when a contract for the hire of Equipment under these Terms will come into effect (**Contract**). No order which has been acknowledged by ICS may be cancelled by Customer.
- 1.5. Any proposal given is valid only for a period of 7 days from its date, provided that ICS has not previously withdrawn it.

2. EQUIPMENT HIRE & HIRE PERIOD

- 2.1. ICS shall hire the Equipment to Customer for use at the Site subject to the Contract. ICS shall not, other than in the exercise of its rights under this agreement or applicable law, interfere with Customer's quiet possession of the Equipment.
- 2.2. should the Equipment be discontinued upon placement of Customer's order, ICS reserves the right to supply alternative equipment of the same or better quality as the Equipment at the same price.
- 2.3. Unless otherwise agreed in writing the Contract starts on the date of the Contract & shall continue unless terminated earlier in accordance with clause 7, for the minimum hire period specified in the Proposal & thereafter shall continue unless terminated by either party giving not less than 5 days' written notice to the other party (**Hire Period**).

3. PAYMENT

- 3.1. Customer shall pay the charges to ICS for the hire of the Equipment (**Hire Charges**), commissioning of the Equipment (**Commissioning Charges**), & provision of the Services (**Service Charges**) as set out in the Proposal (together the **Charges**). Time for payment of the Charges is of the essence of the Contract. The Charges exclude delivery, packaging, packing, shipping, carriage, insurance, VAT & other sales tax which Customer shall pay in addition to the Charges.
- 3.2. ICS shall, unless otherwise agreed in writing with the Customer, invoice Customer for the Hire Charges & Commissioning Charges on delivery of the Equipment.
- 3.3. Hire Charges & Service Charges are due & shall be paid in pounds sterling within 30 days of the date of ICS's invoice, first invoice being raised in advance on start date of rental period and next invoices each in advance 4 weeks ahead of next applicable monthly term. Commissioning Charges are due & shall be paid in pounds sterling within 30 days of the invoice. No payment shall be deemed to have been received until ICS has received cleared funds. Customer shall pay all amounts due under the Contract in full without any deduction, withholding or set-off on account of disputes, counterclaims or for any other reason whatsoever. ICS may, without limiting its other rights or remedies, set off any amount owing to it by Customer against any amount payable by ICS to Customer.
- 3.4. Customer shall pay interest at an annual rate of 8% above the base rate of the Bank of England calculated on a daily basis in respect of any sum that is due & unpaid. Interest shall run from the date on which the sum is due & payable until receipt by ICS of the full amount, whether before or after judgment.
- 3.5. Any deposit specified in the Proposal (**Deposit**) is a deposit against default by Customer of payment of any Charges or any loss of or damage caused to the Equipment. Customer shall, on the date of the Contract, pay the Deposit to ICS. If Customer fails to pay any Charges on their due date for payment, or causes any loss or damage to the Equipment (in whole or in part), ICS shall be entitled to apply the Deposit against such default, loss or damage. Customer shall pay to ICS any sums deducted from the Deposit within 14 days of a demand for the same. The Deposit (or balance thereof) shall be refundable within 7 days of the end of the Hire Period & return of the Equipment.
- 3.6. If Customer breaches its obligation to pay rentals when due, fails to provide a new PO for the next period of billing or breaches any of the other terms of this agreement, or if Customer becomes insolvent or ceases to do business as a going concern, or if the Equipment or any part of it is abused, illegally used or misused, or if Customer makes an assignment for the benefit of creditors, or if a petition in bankruptcy or for arrangement or reorganization is filed by or against Customer, or if property of Customer is attached or a receiver is appointed for Customer or any of Customer's property, or if Customer is in default pursuant to the provisions of any other agreement by and between ICS and Customer, or whenever ICS may deem the rentals or Equipment insecure, Customer hereby authorizes ICS to enter, with or without legal process, any premises where the Equipment may be and take possession thereof, or at the request of ICS, Customer will assemble the Equipment and make the Equipment available to ICS, in whole or in part as requested, at such place or places designated by ICS and ICS shall be entitled to withdraw technical support and engineer attendance that would be otherwise due. All remedies herein are cumulative and any or all such remedies may be exercised in lieu of or in addition to any remedies at law, in equity or under statute. If after default this agreement is placed with a collection agency of unpaid rentals or enforcement of any other right or remedy of ICS, Customer shall pay reasonable attorneys' fees. Waiver of any default shall not be a waiver of any other or subsequent default.

4. DELIVERY, INSTALLATION & MAINTENANCE OF THE EQUIPMENT

- 4.1. Delivery of the Equipment & performance of the Services shall take place at the Site.
- 4.2. If for any reason Customer will not accept delivery & installation of any of the Equipment when they are ready for delivery & installation, or ICS is unable to deliver or install the Equipment on time due to any act or omission of Customer, the Equipment will be deemed to have been delivered, risk in the Equipment will pass to Customer & Customer shall pay to ICS any additional costs & expenses incurred by ICS as a result of Customer's failure to accept delivery (including storage & insurance).
- 4.3. Any dates specified by ICS, or agreed with Customer for performance of the Services are intended to be an estimate & time shall not be of the essence for delivery or installation.
- 4.4. All Equipment & Services supplied to Customer which conform in all material respects with the Proposal shall be deemed accepted by Customer.
- 4.5. Customer must give written notice to ICS of any damage to the Equipment within 7 days of Equipment delivery, failing which ICS is discharged from any liability in respect of such damage.
- 4.6. During the Hire Period ICS will provide Customer with ICS's standard support services in respect of the Equipment as set out in ICS's Rental Equipment Customer Handover Document in effect at the time the Services are provided. ICS may amend the Rental Equipment Customer Handover Document in its sole & absolute discretion from time to time.
- 4.7. No Russia/Belarus Clause.
(a) The Purchaser shall not sell, export or re-export, directly or indirectly, to the Russian Federation or Belarus any goods supplied under or in connection with this Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014 and Article 8g of Council Regulation 765/2006. (b) The Purchaser shall undertake its best efforts to ensure that the purpose of paragraph (a) is not frustrated by any third parties further down the commercial chain, including by possible resellers
(c) The Purchaser shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph (a).
(d) Any violation of paragraphs (a), (b) or (c) shall constitute a material breach of an essential element of this Agreement, and the Seller shall be entitled to seek appropriate remedies, including,

but not limited to:

- (i) termination of this Agreement; and
 - (ii) a penalty of 50% of the total value of this Agreement or price of the total goods exported, whichever is higher.
- (e) The Purchaser shall immediately inform the Seller about any problems in applying paragraphs (a), (b) or (c), including any relevant activities by third parties that could frustrate the purpose of paragraph (a). The Purchaser shall make available to the Seller information concerning compliance with the obligations under paragraph (a), (b) and (c) within two weeks of the simple request of such information.

5. CUSTOMER'S RESPONSIBILITIES

- 5.1. Customer shall prepare the Site on or before the date for delivery of the Equipment in accordance with ICS's instructions.
- 5.2. Within 30 days of delivery of the Equipment, Customer shall arrange with ICS a date for the commissioning of the Equipment. Customer shall provide ICS, its employees, contractors & agents (**Representatives**), with access to the Site, adequate & safe working space (including loading & unloading), lighting, power & water facilities & any lifting equipment & scaffolding as ICS may require to enable ICS to deliver the Equipment & perform the Services while at the Site.
- 5.3. For the avoidance of doubt, should Customer fail to contact ICS within 30 days of delivery to arrange a date for the commissioning of the Equipment, ICS shall not be obliged to provide the commissioning services, however Customer shall remain liable to pay the Commissioning Charges in accordance with clause 3.3.
- 5.4. Customer shall be solely responsible for any masons, smiths, bricklayers, carpenters or other third party contractors which may be required to enable ICS to perform the Services.
- 5.5. During the Hire Period Customer shall: (a) ensure that the Equipment is installed & kept in suitable premises & under suitable conditions, as specified in all operating & maintenance manuals & other documentation relating to the Equipment (**Manuals**); (b) permit only trained & competent personnel to use it; (c) follow any operating & maintenance instructions set out in the Manuals & as ICS may give from time to time; (d) ensure that air & water filters within the Equipment are inspected & cleaned regularly (in accordance with the Manuals relating to the Equipment) & kept free from debris; (e) ensure that any water or other fluids within the Equipment are clean & conform to the standards recommended in the Manuals; (f) ensure that the Equipment is protected from frost & that the ambient temperature where the Equipment is located does not exceed or fall below any temperature range specified in the Manuals or by ICS from time to time; (g) ensure that the Equipment is serviced by ICS or an engineer approved by ICS at such intervals as stated in the Manuals or as recommend by ICS; (h) use such water treatment products as specified in the Manuals & as ICS may specify from time to time to protect the Equipment in particular against corrosion, scale, fouling & microbiological contamination; (i) notify ICS promptly if the Equipment is discovered to be operating incorrectly; (j) not allow any person other than ICS to maintain, alter, modify or adjust the Equipment without the prior written approval of ICS; (k) not move the Equipment from the Site without the prior written approval of ICS; (l) only use supplies or materials supplied or approved by ICS; (m) monitor the temperature at the Site & provide ICS with such reports on the temperature at the Site as ICS may require from time to time; (n) at all times keep the Equipment in Customer's possession or control.
- 5.6. If performance of the Contract is suspended at the request of or delayed through Customer's act or omission ICS shall be entitled to payment at ICS's standard charges from time to time for any other additional costs thereby incurred.
- 5.7. Customer shall indemnify & hold ICS harmless against all charges, costs, expenses & liabilities incurred by ICS or their agents as a result of any work carried out to repair the Equipment if in ICS's sole opinion, the repairs were a result of Customer's failure to comply with its obligations under clause 5.5.

6. RISK, TITLE & INSURANCE

- 6.1. The Equipment shall at all times remain the property of ICS & except as expressly permitted under the Contract Customer shall have no right, title or interest in or to the Equipment.
- 6.2. The risk of loss, theft, damage or destruction of the Equipment shall pass to Customer on delivery. The Equipment shall remain at the sole risk of Customer during the Hire Period & any further term during which the Equipment is in the possession, custody or control of Customer (**Risk Period**) until such time as the Equipment is redelivered to ICS.
- 6.3. During the Hire Period & Risk Period, Customer shall, at its own expense, insure the Equipment for its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident & insure its employees & ICS for claims by third parties for damage caused by the Equipment. Customer shall immediately notify ICS in the event of any loss, accident or damage to the Equipment, and on demand, supply confirmation acceptable to ICS of such insurance & proof of premiums paid.

7. TERMINATION

- 7.1. ICS may terminate the Contract immediately at any time by written notice if: (a) Customer commits a breach of any term of the Contract (including any failure to pay Charges when due); (b) there is a change of control of Customer; (c) Customer ceases trading or fails to pay its debts as they fall due; (d) an order is made or a petition is filed, a resolution is passed or meeting convened for the purpose of winding Customer up; (e) Customer becomes insolvent; (f) there is an application or petition for an administration order or notice is given to any person of intention to appoint an administrator or if an administrator, administrative receiver or receiver or similar official is appointed over all or any part of its assets; (g) if Customer makes any composition with its creditors; or (h) takes or suffers any similar or analogous action to those described in (c)-(g) in consequence of debt in any jurisdiction.
- 7.2. The Contract shall automatically terminate if the Equipment is, in ICS's opinion, damaged beyond repair, lost, stolen, seized or confiscated.
- 7.3. Upon termination of the Contract, however caused, all sums payable under the Contract shall become due &: (a) Customer's right to possession of the Equipment shall terminate; (b) without prejudice to any other rights or remedies of Customer, Customer shall pay to ICS on demand: (i) all Charges & other sums due but unpaid at the date of such demand together with any interest accrued; (ii) any costs & expenses incurred by ICS in recovering the Equipment &/or in collecting any sums due under the Contract; (c) Customer must prepare the Equipment for return in accordance with ICS's instructions. ICS may charge & Customer shall pay ICS's costs & expenses to safely dispose of any waste coolant fluids, oil or other liquids returned in the Equipment.
- 7.4. Customer grants ICS & its Representatives an irrevocable licence at any time to enter any premises where the Equipment are or may be stored in order to inspect them, or, where Customer's right to possession has terminated, to recover them or to switch off or disconnect the Equipment.
- 7.5. Termination, however or whenever it occurs, shall be subject to any rights & remedies ICS may have under the Contract or in law.

8. WARRANTY

- 8.1. ICS warrants that for a period of 12 months from the date of delivery of the Equipment the Warranted Equipment shall conform to its description & any applicable specification in all material respects. If the Warranted Equipment does not comply with the warranty in this clause 8.1 (**Defect**) ICS shall, at its option, repair or replace the defective Warranted Equipment (during ICS's usual working hours), or refund the Charges paid for the defective Warranted Equipment in full provided that: (a) Customer notifies ICS during the Warranty Period within 21 days of discovery of the Defect; (b) ICS is given a reasonable opportunity to examine such Equipment; (c) the Defect did not materialise as a result of misuse, neglect, alteration, mishandling or unauthorised manipulation by any person other than ICS's authorised personnel or fair wear & tear; (d) the Defect did not arise out of any information, design or any other assistance supplied or furnished by Customer or on its behalf; & (e) the Defect is directly attributable to defective material, workmanship or design.
- 8.2. Any Warranted Equipment repaired or replaced by ICS pursuant to this Clause 8 shall be under warranty for the unexpired portion of the warranty period given by ICS under Clause 8.1.
- 8.3. Except as provided in this clause 8, ICS shall have no liability to Customer in respect of the Equipment failure to comply with the warranty set out in clause 8.1.

9. PURCHASE OPTION

9.1. If specified in the Proposal, Customer shall, subject to clause 9.2, have the option to purchase the Equipment (**Purchase Option**), exercisable by not less than 30 days written notice to ICS, on the last day of the Hire Period at the purchase option price specified in the Proposal (**Purchase Option Price**).

9.2. The Purchase Option may be exercised only if all Charges & other amounts due to ICS under the Contract up to the date of exercise of the Purchase Option have been paid in full by Customer.

9.3. Upon completion of the purchase of the Equipment under this clause 9, such title to the Equipment as ICS had on the Commencement Date shall transfer to Customer. The Equipment shall transfer to Customer in the condition & at the location in which it is found on the date of transfer.

10. LIMITATION OF LIABILITY & INDEMNITY

10.1. Without prejudice to clause 10.2, ICS's maximum aggregate liability in respect of the Contract (including any liability for the acts or omissions of its Representatives), whether arising in contract, tort (including negligence), misrepresentation or otherwise, shall in no circumstances exceed 1.5 times the fee payable by Customer in accordance with the Contract during the preceding 12 months.

10.2. Nothing in these Terms shall exclude or in any way limit: (a) either party's liability for death or personal injury caused by its own negligence; (b) either party's liability for fraud or fraudulent misrepresentation; or (c) liability for any breach of the terms implied by section 8 of the Supply of Goods (Implied Terms) Act 1973 or any other liability which cannot be excluded by law.

10.3. The Contract sets forth the full extent of ICS's obligations & liabilities in respect of the Services, Equipment & its hiring & sale to Customer. In particular, there are no conditions, warranties or other terms, express or implied, including as to quality, fitness for a particular purpose or any other kind whatsoever, that are binding on ICS except as specifically stated in the Contract. Any condition, warranty or other term concerning the Services & Equipment which might otherwise be implied into or incorporated within the Contract, whether by statute, common law or otherwise, is expressly excluded.

10.4. Without prejudice to clause 10.2, neither party shall be liable under this agreement for any: (a) loss of profit; (b) loss of revenue; (c) loss of business; or (d) indirect or consequential loss or damage, in each case, however caused, even if foreseeable.

10.5. Customer shall indemnify ICS against all liabilities, costs, expenses, damages & losses suffered or incurred by ICS arising out of or in connection with Customer's breach or negligent performance or non-performance of the Contract.

11. PERSONAL DATA

In the context of the performance of this Agreement either Party ("Data Recipient") may process personal data relating to other Party's ("Data Provider") (i) vendors, (ii) customers, (iii) employees, or (iv) agents, directors or other individuals that are not employees ("Personal Data"). Such provision of Personal Data shall constitute an exchange from one controller to another controller. The Parties shall each as a controller for their own purposes process any Personal Data in compliance with applicable laws regarding the processing of Personal Data. Furthermore, the Data Recipient agrees that it as well as its employees, agents and contractors of any legal status, including but not limited to individuals, partnerships and corporations ("Agents") will not use Personal Data for any purpose other than the fulfilment of this Agreement and will not retain the Personal Data for longer than necessary. The Data Recipient and its Agents to whom Personal Data are provided shall maintain appropriate technical, organizational and security measures for the protection of Personal Data.

The Data Recipient agrees to immediately report to the Data Provider any known or suspected (i) unauthorized access to the Personal Data, (ii) loss or theft of the Personal Data, and (iii) use or disclosure of Personal Data that violates the terms of this Agreement. The Data Recipient will mitigate, to the extent practicable, any harmful effects of any such events known to it or its Agents, and cooperate with the Data Provider in providing any notices regarding such events which the Data Provider deems appropriate.

Personal Data of the customer may be processed by Trane Technologies for legitimate business reasons such as fulfilling purchase orders, processing invoices and receiving payments, honouring warranties for customer service agreements and part replacements, for general customer administration, website management, providing marketing information on products and services and events that may interest customer (with consent of individuals for direct marketing where legally required). Personal Data of the customer may be transferred to Trane Technologies entities worldwide or to third parties worldwide providing services to the Trane Technologies Group (such as data hosting services) for these purposes. Trane Technologies will keep the Personal Data as long as necessary for the purposes of the processing except if we have to process it further under a legal obligation or in case of a dispute or legal procedure. In the USA, Trane Technologies participates in and abides by the principles of the EU-U.S. Privacy Shield Framework developed by the U.S. Department of Commerce and the European Commission. When working with other parties outside the EU, we ensure adequate personal data protection, for instance through the implementation of standard contractual clauses - as recognized by the European Commission- or by working with third parties who are respecting the principles of the EU – U.S. Privacy Shield and the U.S. – Swiss Privacy Shield Framework. By entering into an agreement with Trane Technologies you confirm that you are entitled to provide Trane Technologies with this Personal Data in view of the use and transfer of Personal Data for these purposes, including that you have obtained the necessary consents of data subjects where required.

In situations where any Party would, as a processor, process Personal Data on behalf of the other (as controller), they will enter into a data processing agreement in conformity with applicable law, including where applicable the GDPR.

To obtain complete information on Trane Technologies privacy policy, please refer to

<https://www.tranetechnologies.com/en/index/privacy-policy.html>

12. GENERAL

12.1. Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

12.2. ICS shall not be in breach of the Contract or liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure results from events, circumstances or causes beyond its reasonable control.

12.3. The Contract constitutes the entire agreement between the parties & supersedes & extinguishes all previous agreements, promises, assurances, warranties, representations & understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into the Contract it does not rely on, & shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

12.4. Customer acknowledges & consents to ICS using information relating to the Contract for public announcements and marketing purposes. Such announcements may, include (but are not limited to) case studies & press releases, & be in (but are not limited to) magazines, websites, or printed form.

12.5. Failure or delay by ICS in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.

12.6. No variation of the Contract shall be effective unless it is in writing & signed by the parties (or their authorised representatives).

12.7. Customer confirms it is acting on its own behalf & not for the benefit of any other person.

12.8. No one other than a party to the Contract shall have any right to enforce any of its terms.

12.9 If after the date of the quotation our costs are increased by any increase in the prices or rates to us of materials, plant, equipment, transport, labour and any part of our overhead costs, or if there is any imposition of a tax or duty, or any increase in the rate of any existing tax or duty, we shall be entitled to be reimbursed by you the amount of its said increased costs.

12.10. The Contract shall be governed by & construed in accordance with English law & each party hereby irrevocably submits to the exclusive jurisdiction of the English Courts.

13. INTERPRETATION

In these Terms the following words have the following meanings: **Consumables:** Equipment

which has a finite life & deteriorates, dissipates, or wears out from use, including, but not limited to Gas, oil, Glycols & any other antifreeze additive, inhibitors, water treatment chemicals, thermal oils & other fluids, bearings, shaft seals, rubber & plastic tubing, piping & hose & all fittings, all insulation materials, solder, brazing & welding materials & gas, batteries, electrical contractors & relays, solenoid coils, fixings, studs, nuts, bolts, screws, etc., refrigerant filter/driers, water & air filters & strainers, pipe fixings, supports & clips, test plugs, sealants, adhesives, paint & other metal & coil coatings; **Customer:** the person(s), firm or company who hires the Equipment from ICS; **Equipment:** the equipment (including any part or parts of them) hired by Customer as described in the Proposal or such alternative equipment hired in accordance with clause 2.2; **Proposal:** the proposal attached to these Terms containing details of the Equipment & the Services, delivery & Charges; **Services:** the installation & commissioning of the Equipment as set out in the Proposal & any other services provided by ICS to Customer under the Contract; **Site:** the site for delivery & installation of the Equipment & performance of the Services as set out in the Proposal; **Warranted Equipment:** the Equipment, excluding Consumables.

13.1. In these Terms: (a) Unless the context otherwise requires, the words **including, include & in particular** & words of similar effect shall not be deemed to limit the general effect of the words which precede them (d) Headings are for ease of reference only & shall not affect its construction or interpretation.

13.2. If there is any inconsistency between the Proposal & these Terms, these Terms will prevail.