

XYLEM RENTAL QUOTATION AND CONTRACT TERMS AND CONDITIONS

1. DEFINITIONS

- (a) "Owner" is the affiliate of Xylem Inc. that is party to this rental Contract and includes its subsidiaries, affiliates, successors, assigns or personal representatives.
- (b) "Customer" is the company, firm, person, corporation or public authority taking the Owner's Equipment on rent and includes their successors or personal representatives.
- (c) "Parties" refers collectively to Owner and Customer.
- (d) "Rental Fees" means the Owner's charges as consideration for the Customer's right of possession of Equipment.
- (e) "Equipment" covers all classes of equipment, machinery, products and accessories thereof which the Owner agrees to rent to the Customer.
- (f) "Contract" means the Contract between the Owner and the Customer for the rent of Equipment and shall include these quotation terms and conditions for renting together with any supplemental contract terms and conditions and any other special conditions referenced herein or subsequently agreed in writing by the Parties.

2. OWNER'S QUOTATION TERMS AND CONDITIONS

- (a) The Parties hereby acknowledge that they have expressly required the Contract and all other documents required or permitted to be given or entered into pursuant hereto to be drawn up in the English language only.
- (b) Owner's quotation is valid for 30 days; however, prices may change without written notification. Quotations for sales of HDPE pipe are valid for seven (7) days.
- (c) Changes in specifications requested by Customer are subject to approval in writing by Owner. In the event such changes are approved, the price for Equipment and the delivery schedule shall be changed to reflect such changes.
- (d) All Owner's drawings, manuals, instructions, designs, illustrations, specifications, technical data, catalogues, "know-how", pricing, economic or other business or manufacturing information and related intellectual property rights are the property of Owner and may be used by Customer only as set out in this Contract. Owner does not supply detailed or shop working drawings of Equipment; however, Owner will supply necessary installation drawings. Drawings and illustrations submitted with Owner's quotation show general type, arrangement and approximate dimensions of Equipment to be furnished and are for Customer's general information only and Owner makes no representation or warranty regarding their accuracy. Unless expressly stated to the contrary within the quotation or sales form, all drawings, illustrations, specifications or diagrams form no part of this Contract. Owner reserves the right to alter such details in design or arrangement of Equipment which, in its judgment, constitute an improvement in construction, application, or operation. All engineering information necessary for installation of Equipment shall be forwarded by Owner to Customer upon Customer's acceptance of this Contract. After Customer's acceptance of this Contract, any changes in the type of goods, the arrangement of Equipment, or application of Equipment requested by Customer will be made at Customer's expense.
- (e) The Equipment is offered subject to it being available to Owner when Customer's acceptance of the Contract is received by Owner.
- (f) This quotation is Owner's estimate of equipment and material required. Actual installation may vary in cost due to site requirements. Additional equipment or time to set-up will be charged at the itemized rates herein or based upon Owner's published rental rate schedule.
- (g) Payment terms: Net 30 based on credit approval.
- (h) Taxes are not included in any rental, sale or labor quotes. Customer is responsible for paying applicable taxes on Equipment and services, including sales and use tax. If applicable, Customer will only be considered exempt when a valid Sales Tax Exemption Certificate is received when ordering any Equipment, pumping services and/or sale goods.
- (i) Delivery and Pick-Up available at Customer's request via Owner's truck for an additional charge.
- (j) Customer is responsible for the following requirements to be completed and/or provided by Customer with no obligation or additional cost to Owner:
 - (i) Providing adequate labor and material handling equipment onsite to unload/load and setup/breakdown Equipment, including chains or cables of sufficient capacity along with cribbing material to support pumps, piping and accessories.
 - (ii) Monitoring daily all equipment on site, including but not limited to cleaning of suction screen/s as necessary.
 - (iii) Construction and maintenance of: berms, dikes, ditches, equipment pads, excavations, shoring, ramps, sumps, trenches, well sites and all other reasonable and necessary site preparation.
 - (iv) Providing and monitoring any required secondary containment around and under each pump to contain possible spills during operation or refueling of the equipment.
 - (v) Access to water and the provision of stand-by power.
 - (vi) Adequate cold weather freeze protection of Equipment.

- (vii) Compliance with permitting, licensing or other regulatory requirements associated with setup, installation, or operation of Equipment.
- (viii) Acquisition and maintenance of all permits and licenses required for the completion of project-related work.
- (ix) Installation and maintenance of: area lighting, jobsite security, access to adequate sanitation facilities, communications, emergency services, and pedestrian and traffic control.
- (x) Control of water accumulating as perched or trapped water, overtopping water, runoff, seepage, surface water and/or interface water in any other form not otherwise contemplated in this quote.
- (xi) Control of erosion and/or sedimentation caused by discharge or other water runoff.
- (xii) Monitoring, sampling, testing, containment, treatment and disposal of discharge water, as required and not covered by the Owner's quote.
- (xiii) Containment, treatment and disposal of all drilling cuttings, excavation spoils, and spent drilling and jetting fluids.
- (xiv) Access to areas and facilities for the cleaning and decontamination of Equipment.
- (xv) Start-up and testing of any Equipment supplied under this Contract, if not included in the quote. Customer is responsible for the coordination of start-up and testing.

3. RENTAL PERIODS AND DEFINITIONS

- (a) Minimum Rental Period: The Minimum Rental Period for any Equipment is one Rental Week.
- (b) Rental Day: One Calendar day; for diesel pumps, not exceeding eight (8) hours running.
- (c) **Rental Duration:** Option 1: Seven (7) calendar days; for diesel pumps, not exceeding 49 hours running in aggregate during a "Rental Week"; Option 2: Unlimited number of hours running.
- (d) **Standby Rate:** The Standby Rate is 75% of the scheduled rate. Standby is for a "second" or additional back-up pump to be run in the event the primary pump cannot. If the standby pump operates for any reason other than failure of a primary pump, the standard rate will apply.
- (e) **Overtime Running:** For diesel units, all scheduled rates are based on an 8 hour per day shift, but not exceeding 49 hours in case of Rental Period of one Rental Week. Use in excess of 49 hours in such circumstance will be charged at a rate so determined by Owner from time to time.
- (f) **Invoicing:** For any Rental Duration exceeding seven calendar days, such additional Rental Days will be charged daily on a pro rata charge, based on the first week rental. Invoice for one Rental Week will be raised immediately upon Equipment return. For rental exceeding one Rental Week, invoices will be issued on a 30 day basis.
- (g) **Off Hire:** It is the responsibility of the Customer to inform Owner's local branch office and obtain an Off Hire Confirmation Number. This information serves as notification that Equipment is disassembled, properly decontaminated, and stockpiled in one readily-accessible area available for immediate pick-up. Rental and/or labor charges will accrue if Equipment is not cleaned and staged for removal. **IMPORTANT:** Obtaining an Off Hire Confirmation Number does not release Customer from its obligations to safeguard and secure Equipment, including maintaining required insurance coverages, while Equipment remains under Customer's care, custody or control pending return of all rented equipment to Owner. Customer shall remain responsible for all loss or damage arising from Customer's failure to safeguard and secure Equipment while awaiting pick up.

4. SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS: Owner and Customer agree that Owner's quotation and the supplemental terms and conditions printed below are material elements of this Contract.

- (a) **OWNERSHIP:** FOR EQUIPMENT, RIGHTS AND TITLE SHALL REMAIN WITH THE OWNER AT ALL TIMES.
- (b) **ACCEPTANCE/MODIFICATION:** Customer's notice to proceed or possession of Equipment shall be deemed Contract to and acceptance of the Contract. Acceptance by the Customer is expressly subject to these terms and conditions. Any purchase order or other document submitted by Customer, whether before or after acceptance, with differing terms or conditions applicable to Equipment is hereby rejected. This Contract contains the entire agreement between the Owner and the Customer, which cannot be modified unless such modifications are in writing and signed by both parties. To the extent of any conflict or inconsistency between these terms and conditions and the quotation, then the particular terms set out in the most recent quotation shall prevail to the extent of such conflict or inconsistency.
- (c) **SHIPMENT:** Customer shall take possession of Equipment at Owner's facility unless Owner agrees to ship Equipment or to make delivery. If Equipment is to be shipped or delivered by Owner, prices are exclusive of the costs thereof, and unless different terms are stated by Owner in this Contract all trade terms shall be EXW, Owner's facility and construed in accordance with the INCOTERMS in force at the formation of the Contract.

(d) **REMOVAL:** Customer agrees not to remove Equipment from the original delivery location without the prior written consent of the Owner, which shall not be unreasonably withheld.

(e) **RENTAL CHARGES:** Customer will be charged rental fees from delivery date up to and including date Customer obtains an Off Hire Confirmation Number from Owner, subject to clause 3 (g). All rental charges are based on the quoted rates, as may have been amended, and no reduction in rental charges will be made for any time Equipment is not used while in Customer's possession and control. Customer agrees to report and pay for any overtime use of Equipment in any day, or week or month, at the proportional rental charge specified in this Contract. If no time is fixed for rental period, or if rental is extended beyond the fixed period of time, the Customer agrees to give the Owner four (4) full business days' notice of termination of rental in writing. The rented goods are furnished EXW, Owner's facility and all handling and transportation charges to and from Owner's facility, unless otherwise specified herein, shall be paid by Customer.

(f) **CREDIT/PAYMENT TERMS:** Credit terms are subject to the approval of Owner's credit department and such terms are incorporated by reference herein. If credit terms are not approved, sale will be cash on delivery. Rentals shall be payable in advance for each rental period, and, after the expiration of the minimum guaranteed rental period, rents shall be payable per the Contract until the Equipment is returned by Customer. Standard terms of payment are net 30 days from date of invoice. A late fee of 1½ percent per month shall be charged on all balances over 30 days. Customer agrees to pay all costs, including reasonable attorneys' fees, incurred as a result of Customer's breach of this Contract including the failure to pay any amounts due hereunder.

(g) **INSURANCE:** Customer must maintain specific insurance coverages when renting Equipment from Owner: Statutory Workers' Compensation and Employers' Liability in compliance with country and/or state laws; Automobile Liability including owned, hired, and non-owned vehicles; and Commercial General Liability on a primary and non-contributory basis including broad form contractual liability coverage. Minimum per occurrence limits of \$1MM must be per location/job and defense cost must be supplementary payments. Claims-made policies are not acceptable. Equipment must be covered by Customer's Equipment policy for the full replacement value of the equipment. Customer must provide a Certificate of Insurance with endorsements naming Owner as the Certificate Holder and must state that Owner is named as additional insured and loss payee. Expiration dates, limits, and deductibles for each policy must also be noted, along with a provision for notice of cancellation, non renewal, or material change to the certificate holder of not less than 30 days. Customer shall provide a Certificate of Insurance with endorsements as evidence of coverage before Owner will release Equipment. Failure to maintain adequate insurance will result in an additional automatic surcharge of 15% to the total Equipment charge and Customer shall remain subject to the Loss/Damages provisions herein whether insured or not. Further, in such case, Owner is entitled to terminate the Contract and request the immediate delivery of the Equipment back to Owner.

(h) **LOSS/DAMAGES:** From the time of Customer taking possession of the Equipment, Customer shall be responsible for all loss or damage to Equipment occurring in excess of ordinary wear and tear, or by theft or fault, negligence or shortages up to the full replacement value of the Equipment. Owner's pick-up receipt for Equipment shall not be construed as Owner's final clearance to Customer. Customer may be invoiced separately for loss or damages to Equipment.

(i) **OPERATION/INSPECTION:** Customer agrees to operate the equipment in accordance with Owner's manuals and instructions. Customer further agrees to place a competent operator in charge of the Equipment. The operator shall be responsible for conducting a personal inspection of the Equipment to reveal any apparent defects in the Equipment and shall immediately notify Owner of such defects to allow for repair or replacement of Equipment at Owner's sole discretion. Customer shall operate Equipment at Customer's own risk.

(j) **SERVICE/MAINTENANCE:** Customer shall be responsible for all fuel and add oils necessary to operate Equipment, and to check same daily to ensure proper operation of Equipment. Owner shall have the right to enter the premises where Equipment is located and be given free access thereto and afforded necessary services and facilities for safely and readily inspecting it. Owner reserves the right to conduct Equipment maintenance, at the Customer's expense, if Customer has not completed maintenance by a qualified individual. Customer expressly agrees to maintain Equipment and return it in the same condition as when received, normal wear and tear accepted, or to pay for any repairs that may be necessary, including cleaning.

(k) **CUSTOMER'S WARRANTY:** Customer warrants the accuracy of any and all information relating to the details of its operating conditions, including temperatures, pressures, and where applicable, the nature of all hazardous materials. Owner can justifiably rely upon the accuracy of Customer's information in its performance. Should Customer's information prove inaccurate, Customer agrees to reimburse Owner for any losses, liabilities, damages and expenses that Owner may have incurred as a result of any inaccurate information provided by Customer to Owner.

(l) **OWNER'S WARRANTY: TO THE FULLEST EXTENT NOT PROHIBITED BY LAW AND EXCEPT FOR WRITTEN WARRANTIES ON GOODS SOLD, OWNER MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.**

(m) **INDEMNIFICATION: TO THE FULLEST EXTENT NOT PROHIBITED BY LAW, CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS OWNER FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DEMANDS, SUITS, JUDGMENTS, AND ASSOCIATED EXPENSES (INCLUDING REASONABLE ATTORNEYS' AND/OR EXPERTS' FEES) OWNER MAY INCUR, BECOME RESPONSIBLE FOR OR PAY OUT AS A RESULT OF: DEATH OR PERSONAL INJURY TO ANY PERSON OR DESTRUCTION OF OR DAMAGE TO ANY PROPERTY CAUSED IN WHOLE OR IN PART BY THE OPERATION, MONITORING, MAINTENANCE, HANDLING OR TRANSPORTATION OF THE EQUIPMENT; OR ANY ECONOMIC LOSS SUCH AS LOSS OF USE, BUSINESS INTERRUPTION OR EXTRA EXPENSE WHILE THE EQUIPMENT IS IN THE CUSTOMER'S CARE, CUSTODY OR CONTROL WHETHER DUE TO EQUIPMENT BREAKDOWN OR OTHERWISE DUE TO UNAUTHORIZED POSSESSION. THESE PROVISIONS SHALL SURVIVE TERMINATION OR EXPIRATION OF THE CONTRACT.**

(n) **LIMITATION OF LIABILITY: TO THE FULLEST EXTENT NOT PROHIBITED BY LAW, OWNER'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE VALUE OF RENTAL FEES PAID BY CUSTOMER AND RECEIVED BY OWNER UNDER THIS CONTRACT OR USD 100, WHICHEVER IS GREATER, AND OWNER SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY THIRD-PARTY FOR DAMAGES CAUSED BY EQUIPMENT FAILURE AND INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.**

(o) **STATUTORY RIGHTS.** Certain legislation, including state-specific or country-specific consumer laws, may imply warranties or conditions or impose guarantees or obligations on Owner which cannot be excluded, restricted or modified or cannot be excluded, restricted or modified except to a limited extent. The warranty and limitation of liability clauses herein must be read subject to these statutory provisions. If these statutory provisions apply, to the extent to which Owner is entitled to do so, Owner limits its liability in respect of any claim under those provisions to (i) in the case of Equipment, at Owner's option, the replacement of Equipment or the supply of equivalent goods; the repair of Equipment; the payment of the cost of replacing Equipment or of acquiring equivalent goods; or the payment of the cost of having Equipment repaired; and (ii) in the case of services, at Owner's option, the supplying of the services again; or the payment of the cost of having the services supplied again.

(p) **FORCE MAJEURE.** Owner may cancel or suspend this Contract and shall have no liability for any failure to deliver or perform, or for any delay in delivering or performing any obligations due to circumstances beyond Owner's reasonable control including but not limited to acts of God, fire, flood or other natural disasters, war, civil disturbance, government acts, labor shortages or disputes, unavailability of materials, fuel, power, transportation, or failures of suppliers or subcontractors to effect deliveries. Such cancellation or suspension by Owner shall not be a breach of this Contract, even if the performance of its obligations is still possible.

(q) **DEFAULT/DAMAGES:** If Customer is in breach of or default in any terms and conditions of this Contract, Owner may terminate this Contract and without demand or notice take immediate possession of, and remove any or all of, the Equipment and return it to Owner's facility, without liability for damages in trespass or otherwise, and without thereby waiving any claim Owner may have against Customer. Such termination by Owner shall be effective immediately without the need of obtaining a moratorium or court or tribunal order. Customer shall be responsible for all direct and indirect costs along with general and consequential damages, including reasonable attorneys' fees and court costs, from Customer's breach of or default in any of the terms and conditions of this Contract.

(r) **PROPRIETARY INFORMATION, INJUNCTION.** Owner's designs, illustrations, drawings, manuals, instructions, specifications, technical data, catalogues, "know-how", pricing, economic or other business or manufacturing information (collectively "Proprietary Information") disclosed to Customer shall be deemed proprietary and confidential to Owner. Customer agrees not to disclose, use, or reproduce any Proprietary Information without first having obtained Owner's express written consent. Customer's agreement to refrain from disclosing, using or reproducing Proprietary Information shall survive completion of the work under this Contract. Customer acknowledges its improper disclosure of Proprietary Information to any third party will result in Owner's suffering irreparable harm. Owner may seek injunctive or equitable relief to prevent Customer's unauthorized disclosure.

(s) **GOVERNING LAW.** This Contract shall be governed by and construed in accordance with the substantive law of the United Arab Emirates as applicable in the Emirate of Dubai. The Convention on International Sales of Goods (CISG) does not apply to this Contract.

(t) **AND DISPUTE RESOLUTION:** Unless otherwise provided by this Contract, if any dispute or disagreement arises between the Parties hereunder, one Party shall give notice in writing of the same to the other, who shall together meet within seven calendar (7) days from the date of the notice (or within such other period as the Parties may agree) to attempt to settle the dispute amicably. The Parties shall arrange for such meeting to be attended by senior representatives of

each Party who has authority to give binding decisions on behalf of that Party. If the Parties do not reach a resolution within a period of fifteen calendar days (15) from the date of the meeting referred to above, any dispute arising out of or in connection with this Agreement, including any question as to its validity or termination shall be finally settled under the Arbitration Rules of the DIFC-LCIA Arbitration Centre. Subject to any agreement between the parties to the contrary, the Arbitral Tribunal shall consist of three members, one member being appointed by each party within 14 days of one Party receiving a written notice from the other party to commence proceedings, or, failing such nomination by either Party, by the President of the London Court of International Arbitration. The third member shall be mutually chosen by the first two members, or, failing mutual agreement between the two members within 14 days of the date on which the last arbitrator was appointed, by the President of the London Court of International Arbitration, and shall chair the Tribunal. The seat of the arbitration shall be the Dubai International Financial Centre, Dubai. The language to be used in the arbitration and any award of the Tribunal shall be the English language. Arbitration may be commenced prior to or after the expiry of the term or termination of the Agreement, provided that the obligations of the parties, either throughout the term of the Agreement or surviving its expiration or termination, shall not be altered by reason of the arbitration being conducted.

(u) **WAIVER**: Owner's waiver of any right under this Contract shall not affect future application of any such provision or any other provision.

(v) **SEVERABILITY**: The provisions of this Contract shall be severable so that the invalidity, unenforceability or waiver of any provision shall not affect the remaining provisions.