

## 1. Definitions and interpretation

The following terms shall have the following meanings:

<b>Date Out</b>	the date on which the Equipment is rented as specified in the Rental Agreement.
<b>EPSA</b>	Energy Power Systems Australia Pty Ltd ABN 80 055 274 514 and includes its officers, employees, agents, successors and related parties.
<b>Equipment</b>	means the Equipment rented by EPSA to the Renter under the Rental Agreement and includes any and all accessories, tools, attachments, parts, manuals, instructions, packing and transportable materials, substitute and replacement Equipment, unless indicated to the contrary in the Rental Agreement.
<b>Location</b>	the place where the Equipment will be located during the Rental Term as specified in the Rental Agreement or such other place as agreed by EPSA.
<b>Quotation</b>	EPSA's proposal or quotation document preceding these terms and conditions in connection with the rental of the Equipment .
<b>Renter</b>	the Renter identified in the Rental Agreement and includes the Renter's employees, executors, administrators and representatives.
<b>Rental Credit Account Application</b>	the application identified as the Credit Account Application including the Credit Terms governing the Credit Account Application.
<b>Rental Agreement</b>	as defined in clause 2.1.
<b>Rental Charges</b>	the charges specified in the Quotation and/or charged by EPSA to the Renter under the Rental Agreement as identified in the invoice provided to the Renter by EPSA.
<b>Rental Period</b>	the period specified in the Rental Agreement or (where the Equipment is held over in accordance with clause 6) the period from the Date Out until the return of the Equipment to EPSA, or if EPSA agrees, collection of the Equipment by EPSA.

**Renter Protection** the amount(s) stated in the Quotation paid by the Renter to reduce the Renter's financial liability in the event of loss or damage to the Equipment which shall be either 12% or 20% of the Rental Charges set out in an applicable invoice.

**Renter Protection Excess Amount** The amount(s) stated in the Quotation as payable by the Renter in accordance with clause 10 and if none is specified then the amount shall be either: (a) 20% of the repair cost of the equipment (if repaired); or (b) 20% of the full new replacement cost of the Equipment (if replaced), whichever is the greater.

**PPSR** means the Personal Property Security Register as defined in the Personal Property Securities Act 2009 (Cth) as amended (PPSA). The following words in clause 3 have the respective meanings given to them in the PPSA: "collateral", "financing change statement", "financing statement", "interested person", "purchase money security interest", "register", "registration", "security agreement", "security interest" and "verification statement"

Where there is more than one Renter then a reference to the Renter includes all Renters jointly and severally. Words importing the singular include the plural and vice versa and each gender includes any other gender. Reference to a monetary currency shall mean Australian dollars unless otherwise specified.

## 2. Agreement

- 2.1 EPSA rents the Equipment to the Renter on the terms stated in EPSA's Quotation, these Rental Terms and, where applicable, the Credit Account Application and EPSA's Confirmation of Rental Order (collectively, the "Rental Agreement").
- 2.2 The Rental Agreement constitutes the entire agreement between the parties. The Renter acknowledges that EPSA (nor any person acting on EPSA's behalf) has not made any representation or other inducement to it to enter into the Rental Agreement and that it has not entered into the Rental Agreement in reliance on any representations or inducements (including in relation to the use and suitability of the Equipment) except for those representations or inducements contained herein.

### 3. Title to the Equipment

- 3.1 The Renter acknowledges that in all circumstances EPSA retains title to the Equipment and the rights of the Renter to use the Equipment are as a bailee only. The Renter is not entitled to offer, sell, assign, sub-let, mortgage, pledge or otherwise deal with the Equipment in any way which is inconsistent with the rights of EPSA as owner of the Equipment.
- 3.2 The Equipment is a chattel and shall not be affixed to any land.
- 3.3 The Renter must not sublet, transfer, assign, sell, charge, mortgage or create any type of security interest over, or otherwise deal with, the Equipment without EPSA's prior written consent. It will be a condition of any consent given by EPSA under this clause to a sublease of the Equipment that: (a) EPSA approves the form of the sublease; and (b) the Renter takes all steps required at the Renter's cost, including registration on the PPSR, to ensure that any security interest arising under the sublease is enforceable, perfected and otherwise effective under the PPSA.
- 3.4 The Renter consents to EPSA effecting and maintaining a registration on the PPSR (in any manner EPSA considers appropriate) in relation to any security interest contemplated or constituted by this Agreement in the Equipment and the proceeds arising in respect of any dealing in the Equipment and the Renter agrees to sign any documents and provide all assistance and information to EPSA required to facilitate the registration and maintenance of any security interest. EPSA may at any time register a financing statement or financing change statement in respect of a security interest (including any purchase money security interest). The Renter waives the right to receive notice of a verification statement in relation to any registration on the PPSR of a security interest in respect of the Equipment. The Renter undertakes to: (a) do anything (in each case, including executing any new document or providing any information) that is required by EPSA (i) so that EPSA acquire and maintain one or more perfected security interests under the PPSA in respect of the Equipment and its proceeds, (ii) to register a financing statement or financing change statement and (iii) to ensure that EPSA's security position, and rights and obligations, are not adversely affected by the PPSA; (b) not register a financing change statement in respect of a security interest contemplated or constituted by this Agreement without EPSA's prior written consent; and (c) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Equipment in favour of a third party without EPSA's prior written consent. If Chapter 4 of the PPSA would otherwise apply to the enforcement of a security interest arising under or in connection with this Agreement and: (a) section 115(1) of the PPSA allows for the contracting out of provisions of

the PPSA, the following provisions of the PPSA will not apply and the Renter will have no rights under them: section 95 (to the extent that it requires the secured party to give notices to the grantor); section 96; section 118 (to the extent that it allows a secured party to give notices to the grantor); section 121(4); section 125; section 130; section 132(3)(d); section 132(4); section 135; section 142 and section 143; and (b) section 115(7) of the PPSA allows for the contracting out of provisions of the PPSA, the following provisions of the PPSA will not apply and the Renter will have no rights under them: section 127; section 129(2) and (3); section 130(1); section 132; section 134(2); section 135; section 136(3), (4) and (5) and section 137. Unless otherwise agreed and to the extent permitted by the PPSA, the parties agree not to disclose information of the kind referred to in section 275(1) of the PPSA to an interested person, or any other person requested by an interested person. The Renter waives any right it may have, or but for this clause may have had, under section 275(7)(c) of the PPSA to authorise the disclosure of the above information.

- 3.5 For the purposes of section 20(2) of the PPSA, the collateral is Equipment including any Equipment which is described in any Quotation provided by EPSA to the Renter from time to time. This Agreement is a security agreement for the purposes of the PPSA. EPSA may apply amounts received in connection with this Agreement to satisfy obligations secured by a security interest contemplated or constituted by this Agreement in any way EPSA determines. The Renter must notify EPSA in writing of any change to its details set out in the Rental Credit Account Application, within 5 days from the date such change.

### 4. Rental charges plus other charges to be paid by the Renter

- 4.1 Rental Charges will be incurred for the Rental Period as specified in EPSA's Quotation (as may be extended under this Rental Agreement) and where no Rental Period is specified then from the Date Out until the Rental Agreement is terminated in accordance with clause 12.
- 4.2 If the Equipment is hired on a daily or weekly basis and is used for more than 8 hours in any day or for more than 40 hours in any week, and EPSA Quotation states that this clause 4.2 applied then the Renter shall be required to pay additional rental charges which, unless specified otherwise by EPSA, will be calculated by multiplying the extra hours the Equipment has been used for by an hourly rate equal to 1/8<sup>th</sup> of the daily rate or 1/40<sup>th</sup> of the weekly rate as applicable.
- 4.3 In addition to the Rental Charges, unless EPSA's Quotation or Confirmation of Rental Order states otherwise, the Renter must pay:

- (a) EPSA's charges for delivery and, if necessary, return of the Equipment;
- (b) All Equipment operating costs and all consumable costs (including fuels, oils and lubricants) incurred during the Rental Period;
- (c) Any taxes, including a sum equal to the amount of any GST payable by EPSA on any supplies made by EPSA under or in connection with the Rental Agreement, any duties (including stamp duty), levies, charges, fines or imposts in connection with the Rental Agreement.
- (d) Any costs or expenses reasonably incurred by EPSA in enforcing the Agreement, as a result of the Renter's breach of the Agreement or in order to return the Equipment to the same condition as at the Date Out;
- (e) Any environmental charge levy in respect of waste disposal specified in the Rental Agreement;
- (f) Any Rental Protection payable under clause 10; and
- (g) Any other costs and charges payable under any other provision of this Agreement (including any specified in EPSA's Quotation or Confirmation of Rental Order).

**5. Payment**

- 5.1 If the Renter does not have a commercial credit account with EPSA, the Renter must pay the Rental Charges and other applicable charges (as outlined in clause 4.3) in advance of the commencement of the Rental Period.
- 5.2 If the Renter has a commercial credit account with EPSA, the Renter must, unless agreed otherwise, pay all amounts owing under the Rental Agreement in accordance with the credit arrangements and within 30 days from the date of invoice free from all deductions and setoffs.
- 5.3 Where any amount payable under the Rental Agreement becomes overdue, all outstanding amounts whether due to EPSA under the terms of the Rental Agreement or under any other Rental Agreement between EPSA and the Renter will become immediately due and payable by the Renter to EPSA.
- 5.4 EPSA may charge the Renter interest calculated on a daily basis and compounded monthly on overdue amounts from the date of payment to the date of actual receipt of payment at an interest rate which is 5% greater than the rate published by the Reserve Bank of Australia calculated daily and compounded monthly but in no circumstances will the interest charged exceed 20% per annum.
- 5.5 The Renter remains primarily responsible for all payments and charges payable under the Rental Agreement and if the Renter has directed billings for such payments and charges to be transferred to another person, firm or corporation,

which upon so being billed has failed to make payment within 30 days, then the Renter shall upon demand promptly pay such payments and charges to EPSA.

**6. Holding Over or Early Return**

- 6.1 Upon expiry of the Rental Agreement the Renter may continue renting the Equipment upon the same terms and conditions as the Rental Agreement except that:
  - (a) The Rental Agreement will be deemed an agreement for month to month rental;
  - (b) EPSA may demand the return to the Equipment at any time; and
  - (c) The Renter may return the Equipment at any time on the condition the Renter pays the full month's Rental Charge.
- 6.2 The Renter may, by notice in writing, terminate the Rental Agreement at any time before the end of the Rental Period subject to the following conditions:
  - (a) all amounts then owing by the Renter to EPSA under the Rental Agreement up to the date of cancellation (including, for the avoidance of doubt, freight, installation and dismantling of the Equipment and costs incurred by EPSA in purpose-building or modifying equipment specifically for the order) will become immediately payable and recoverable as a liquidated debt; and
  - (b) unless expressly agreed otherwise by EPSA, EPSA will be entitled to recover from the Renter, as a debt due, liquidated damages calculated by reference to the rates specified in the table below to account for the amounts which would otherwise have become payable by the Renter to EPSA in respect of the Equipment had the order not been cancelled. The Renter acknowledges that the liquidated damage amounts specified below are a realistic and genuine pre-estimate of the loss and damage EPSA will suffer as a result of the early cancellation by the Renter of the relevant order

CANCELLATION TIMING	LEASE PERIOD	LIQUIDATED DAMAGES AMOUNT
Cancellation occurs less than 30 days before Rental Item(s) are due to be delivered	Any lease period	50% of Price

<b>Cancellation occurs after Rental Item(s) delivered</b>	7 days or less	85% of unpaid Price
	Between 7 and 16 days	75% of unpaid Price
	Between 16 and 30 days	65% of unpaid Price
	More than 30 days	50% of unpaid Price

## 7. Renter's obligations

- 7.1 Risk in the Equipment passes to the Renter upon collection or delivery of the Equipment and remains with the Renter until the Equipment is collected by or returned to EPSA.
- 7.2 Subject to clause 10, during the Rental Period the Renter is liable to EPSA for any and all loss or damage to the Equipment and all costs incurred in respect of the Equipment including the cost of repairing or replacing the Equipment at the full new replacement cost, salvage costs and Rental Charges incurred while the equipment is repaired or replaced.
- 7.3 The Rental Agreement is personal to the Renter and the Renter will not allow any other person or entity to use or have possession of the Equipment at any time during the Rental Period.
- 7.4 The Renter will: (a) comply with all statutory laws and regulations and all common laws with respect to use of the Equipment and will not permit the Equipment to be used for any illegal purpose or in any manner that would amount to a breach of any statute or any other law; (b) operate the Equipment safely, only for its intended use and in accordance with the manufacturer's instructions; (c) ensure persons operating the Equipment are suitably instructed in its safe and proper use and where necessary hold a current certificate of competency and/or are licensed to use the Equipment; (d) ensure that the Equipment is not operated by any person under the influence of alcohol and/or drugs; (e) ensure that the Equipment is used only for the general purpose for which it was designed, in suitable terrain and in a manner which has regard to the capacity, capabilities and limitations of the Equipment; (f) ensure that the Equipment is not used or permitted to be used or operated in violation of the terms of the Rental Agreement.
- 7.5 The Renter will: (a) at all times ensure that all safety information supplied with the Equipment is attached to the Equipment and conveyed to any person using the Equipment; (b) at all times maintain any safety signs supplied by EPSA and ensure they are clearly legible and brought to the attention of any person using the Equipment;

(c) at all times ensure that all safety and operating instructions and notices are observed and not defaced or removed from the Equipment; (d) at all times ensure that any and all persons using the Equipment wear suitable clothing and any protection required or recommended by EPSA or the safety and operating instructions; (e) conduct a site hazard assessment prior to using the Equipment at a site.

- 7.6 Any person provided by EPSA to demonstrate the operation of the Equipment shall be under the sole direction and control of the Renter. The Renter is responsible for any and all claims, loss or damages whatsoever arising in connection with the operation of the Equipment by that person. Where a demonstrator operator is provided by EPSA, no other person shall operate the Equipment without EPSA's prior written consent.
- 7.7 The Renter must: (a) clean, fuel, lubricate and maintain the Equipment in good condition and in accordance with EPSA's instructions and the operator's manual; (b) ensure that the Equipment is at all times stored safely and protected from theft, loss or damage; (c) not remove the Equipment from the State in which it was hired without EPSA's written consent; (d) notify EPSA immediately in writing of any change in the Location; (e) not alter, deface or erase any identifying mark, plate or number on the Equipment; (f) not in any way alter, affix or attach anything to, modify, tamper with, damage or repair the Equipment without EPSA's written consent; and (g) safely secure all Equipment (or items loaded in or on the Equipment) loaded in or on any vehicle owned by the Renter

## 8. Access, inspection and return of Equipment:

- 8.1 EPSA and its representatives have the right to enter the Location at any time upon giving prior reasonable notice to inspect, maintain and/or repair the Equipment. The Renter must assist EPSA and its representatives in exercising its rights under this clause.
- 8.2 Unless expressly agreed in writing otherwise by EPSA, the Renter must return the Equipment to EPSA.
- 8.3 Unless EPSA's Quotations states otherwise, when returning the Equipment the Renter must return it to EPSA premises from where it was collected by the Renter on the Date Out.
- 8.4 The Renter must ensure that the Equipment is returned to EPSA in the same condition as the Date Out (except for normal wear and tear) and returned with a full tank of fuel or the Renter will pay EPSA the cost of filling that tank.
- 8.5 If the Renter fails to return the Equipment when required by the Rental Agreement or within 24 hours of oral or written demand to the Renter, the Renter will be deemed to be in unlawful possession of the Equipment without EPSA's consent.

## 9. Suitability & Breakdown

- 9.1 The Renter is deemed to be satisfied as to the suitability, condition and fitness for purpose of the Equipment unless EPSA is otherwise notified within 24 hours of the commencement of the Rental Period.
- 9.2 If the Equipment breaks down or becomes unsafe to operate, the Renter shall immediately stop using the Equipment, ensure it does not sustain any further damage and prevent the Equipment from causing injury, loss or damage to any person or property.
- 9.3 The Renter must not repair or attempt to repair the Equipment without EPSA's prior written consent.
- 9.4 The Renter must immediately notify and provide full details to EPSA of any loss, theft, breakdown or damage to the Equipment. After receiving such notification, subject to clause 16, EPSA will use reasonable endeavours to repair or replace the Equipment at EPSA's discretion and at the Renter's expense. Any Equipment supplied as a replacement will be supplied for the unexpired balance of the Rental Period on the terms of the Rental Agreement.

## 10. Renter protection

- 10.1 This clause 10 applies if the Quotation specifies that Renter Protection (Damage Waiver) must be paid by the Renter or if the Renter does not provide evidence of insurances under clause 11. For the purpose of this clause, the term Equipment does not include any tools, accessories, parts, grease guns, hoses or similar electrical cords, welding cables, gas cylinders, pneumatic tools, light globes and other similar accessories, ground engaging tools, tracks, tyres or glass.
- 10.2 If the Renter has acquired Renter Protection then, subject to the Renter paying the Renter Protection amount (expressed as a Damage Waiver fee) set out in the Quotation, the Renter's liability for loss or damage to the Equipment caused by fire, storm, earthquake, collision, accident or theft, is limited to the Renter Protection Excess Amounts specified in the Quotation or if none are specified to: (a) 10% of the repair cost of the equipment (if repaired); or (b) 10% of the full new replacement cost of the Equipment (if replaced), whichever is the greater.
- 10.3 The Renter's liability will not be limited in accordance with clause 10.2 if, in EPSA's reasonable opinion, the loss or damage to the Equipment arises from or is caused by: (a) breach of the Rental Agreement (b) improper use of the Equipment; (c) transporting, loading or unloading; (d) lack of lubrication or other normal servicing of the Equipment; (e) overloading, exceeding rated capacity, failing to maintain the Equipment, misuse, abuse or improper servicing of the Equipment; (f) artificial electrical current or exposure to any

corrosive substance or environment; (g) use or location of the Equipment in, on or over water, on bridges, vessels or structures of any kind; (h) negligent acts or omissions of the Renter

## 11. Insurance

- 11.1 The Renter agrees to:
- (a) As an alternative to Renter Protection, insure and keep the Equipment insured with a reputable and solvent insurer in the names of EPSA and the Renter for the full new replacement value against fire, accident, theft, damage and transport and such other risks as EPSA may require;
  - (b) Pay promptly all premiums and stamp duty in respect of such policy of insurance and irrevocably authorizes EPSA to receive all insurance monies;
  - (c) Not to do or permit or allow to be done anything which might or could prejudice any insurance of the Equipment;
  - (d) Maintain policies of insurance for third party and public liability indemnity cover of not less than 10 million dollars.

## 12. Termination

- 12.1 Subject to clause 12.2 the Rental Agreement will terminate upon expiration of the Rental Period.
- 12.2 EPSA may terminate the Rental Agreement by written notice to the Renter if the Renter is in breach of the Agreement or is in "Default" pursuant to clause 12.3 and fails to remedy that breach or Default within 7 days of receiving notice requiring the Renter to do so.
- 12.3 The Renter is in Default where during the Rental Period:
- (a) The Renter fails to pay the Rental Charges as required by the Rental Agreement;
  - (b) The Renter fails to rectify within 7 days a breach or breaches of the Rental Agreement after written notice of the breach is served by EPSA;
  - (c) Any execution or other process of any Court or authority is issued against the Renter or the Renter's assets;
  - (d) A receiver, receiver manager, administrator or controller is appointed to the Renter;
  - (e) The Renter ceases or threatens to cease to carry on its business;
  - (f) Any insurance renewal or insurance proposal made by the Renter in respect of the Equipment is declined;

- (g) Any insurance policy in respect of the Equipment lapses or is cancelled;
- (h) The Renter commits an act of insolvency or is otherwise unable to pay its debts as they fall due.

12.4 Upon giving the Renter a notice of termination EPSA may:

- (a) Recover possession of the Equipment; and/or
- (b) Enforce performance of the Rental Agreement; and/or
- (c) Recover damages for breach of the Rental Agreement, and EPSA may take any or all of the above or other actions notwithstanding that EPSA may have waived any previous breaches or Defaults by the Renter.

### 13. Rights on termination

13.1 At the expiration of the Rental Period or where EPSA exercises its right of termination pursuant to clause 11.2, the Renter shall at its own expense forthwith return the Equipment to EPSA.

13.2 EPSA shall be entitled to recover from the Renter on demand:

- (a) Any payment of the Rental Charges or other monies payable to EPSA under the Rental Agreement; and
- (b) The cost of any renovations or repairs performed by EPSA to return the Equipment to good order and repair, fair wear and tear excepted.

### 14. Repossession of Equipment

14.1 If the Renter is in breach of the Rental Agreement or if EPSA has terminated the Rental Agreement, EPSA may take all steps necessary (including legal action) to repossess the Equipment, including entering the Renter's premises to do so.

14.2 Where EPSA exercises the right to re-possess the Equipment, the Renter's obligation to pay the Rental Charges shall continue for the Rental Period until termination of this Agreement by EPSA or the re-hiring of the Equipment.

14.3 EPSA may recover from the Renter as a debt due and owing without demand:

- (a) All costs incurred by EPSA in re-taking possession of the Equipment;
- (b) Any storage fees paid in respect of the Equipment;
- (c) Any transportation costs in respect of the re-possession of the Equipment;
- (d) Any costs of renovation, repair or maintenance of the Equipment to return the Equipment to good order and repair, fair wear and tear excepted.

### 15. Claims and proceedings

15.1 Where use of Equipment by the Renter results in any claim, accident, damage or loss, the Renter:

- (a) Will as soon as is practicable report such incident to the relevant authority and in writing to EPSA;
- (b) Will not, without EPSA's written consent, make or give any offer, promise of payment, settlement, waiver, release, indemnity or admission of liability;
- (c) Agrees EPSA or its insurer may at its own cost bring, defend, enforce, or settle any legal proceedings against third parties; and
- (d) Will as soon as is practicable complete and return EPSA's accident report and furnish to EPSA any statements, information or assistance which EPSA or its insurer may reasonably require, including attending at lawyer's offices and at court to give evidence.

### 16. Indemnities and liability

16.1 As far as the law permits, EPSA excludes all warranties, conditions, rights and remedies the Renter would otherwise be entitled to by law.

16.2 The Renter is liable for and indemnifies EPSA against all liability, loss, costs and expenses (including legal fees, costs and disbursements on a full indemnity basis) ("Losses") arising from or incurred in connection with the Renter's hire and use of the Equipment or its breach of the Rental Agreement, except to the extent the Losses are caused by EPSA's own acts or omissions or negligence.

16.3 The indemnity in clause 16.3 is a continuing obligation, separate and independent from the other obligations of the parties and survives termination, completion and expiration of the Rental Agreement. It is not necessary for EPSA to incur expense or make any payment before enforcing the right of indemnity conferred by the Rental Agreement. The Renter must pay on demand any amount it must pay under an indemnity in the Rental Agreement.

### 17. Privacy

17.1 The Renter agrees that EPSA may obtain, disclose and use information:

- (a) About the Renter's credit worthiness or for the purpose of obtaining and maintaining credit information file about the Renter or collecting overdue payments;
- (b) About the Renter for the purpose of providing services to the Renter, including sharing information with EPSA's related companies.

17.2 The Renter consents to EPSA recording the details of this Agreement and any other agreement between the Renter

and EPSA on the Personal Property Securities Register and agrees to do all things necessary and reasonably required by EPSA to effect such registration.

- 17.3 The Renter waives any right it may have to receive a notice of the registration of the security interest(s) granted to EPSA, by the Renter.

## **18. Notice and other matters**

- 18.1 Any notice to be given may be given by posting the notice to the address of the parties specified in the Rental Agreement and shall be deemed received 3 days after posting by ordinary prepaid post.

- 18.2 Any notice to be given may be given by facsimile to the parties' facsimile address specified in the Rental Agreement and shall be deemed received on the date and time after transmission shown on the transmission report produced by the facsimile machine for the party transmitting the facsimile.

- 18.3 Any notice to be given may be given by email to the address of the parties specified in the Rental Agreement and shall be deemed received at the time notified on the transmitter's computer terminal that the email has been received by the other party's computer.

- 18.4 The Rental Agreement is governed by the laws of the State or Territory of Australia in which it is signed.

- 18.5 If any part of the Rental Agreement becomes void or unenforceable for any reason then that part will be severed with the intent that all remaining parts will continue to be in full force and effect and be unaffected by the severance of any other parts.

- 18.6 This agreement constitutes the entire agreement between the parties relating in any way to its subject matter. All previous negotiations, understandings, representations, warranties, memoranda or commitment about the subject matter of this agreement are merged in this agreement and are of no further effect. No oral explanation or information provided by a party to another affects the meaning or interpretation of this agreement or constitutes any collateral agreement, warranty or understanding.

- 18.7 The expiry or termination of the Rental Agreement does not affect the rights, which have accrued before that expiry or termination or any rights and obligations of the parties which survive expiry or termination.

- 18.8 EPSA may assign or subcontract all or any of its rights under the Rental Agreement. The Renter must not assign or subcontract all or any of its right under the Rental Agreement.

- 18.9 No delay or omission to exercise any right, power or remedy accruing to EPSA upon any continuing breach or Default

under the Rental Agreement shall impair any such right, power or remedy, nor shall it be construed to be a waiver of any right of EPSA to take action or make a claim in respect of a continuing breach or Default or to be acquiescence to it.