

Terms and Conditions for Rental for Draeger New Zealand Ltd.

Draeger shall not be responsible for any delay or other failure in performing its contractual obligations, if the performance of such obligations is prevented or materially affected as a direct or indirect result of force majeure. Such causes include, without limitation, unpunctual or incorrect delivery by suppliers, impairment of Draeger's own production due to employee absences or precautionary measures. In such cases the delivery time shall be extended automatically.

Draeger is entitled to withdraw from this agreement fully or partly by written notice, should the contractual performance become impossible.

Any and all other rights pursuant to the standard terms and conditions for sales and service of remain unaffected.

Terms and Conditions for Rental for Draeger New Zealand Ltd.

In these terms and conditions Draeger means Draeger New Zealand Ltd NZCN 9429 046 070 906 or any related corporation. The "Lessee" means the person, firm, corporation, government or semi government authority renting equipment and/or services and includes its employees, contractors and agents.

1 Scope

1.1 These Standard Rental Terms and Conditions ("SRTC") apply to the rental of equipment described in further detail in the agreed quote ("Rented Equipment") by Draeger to the Lessee.

1.2 This SRTC and the agreed quote constitute the entire agreement between Draeger and the Lessee. All previous negotiations, understandings, representations, warranties, memoranda or commitment about the subject matter of the rental agreement are merged in this SRTC and are of no further effect except where Draeger and the Lessee expressly agree in writing to incorporate other terms.

1.3 Draeger reserves the right to decline to rent or lease any Rented Equipment.

1.4 If there is any ambiguity, inconsistency or conflict between the provisions of any of the documents that comprise the SRTC (as set out in clause 1), those documents take precedence in the following order:

a) these SRTC terms;

- b) the agreed quote, and;
- c) the account-holder (credit) application.

2 Delivery and Terms of Use

2.1 Transport costs for delivery of the Rented Equipment will be billed by Draeger separately and are not included in rent payments.

2.2 The Lessee shall unpack the Rented Equipment as soon as practicable upon its arrival in order to inspect for transport damage. The Lessee is deemed to be satisfied as to the suitability, condition and fitness for purpose of the Rented Equipment unless Draeger is notified in writing within 24 hours of the delivery of the Rented Equipment. In the event of transport damage, Draeger is to be notified within 24 hours in order to safeguard any damages claims that may be pursued by Draeger against the carrier (postal service, rail service, Freight Company, etc.).

2.3 The Lessee will not move the Rented Equipment from the delivery location and must immediately advise, in writing, the location (and any changes to the location) of the Rented Equipment if this differs from the delivery location specified in the agreed quote.

2.4 Draeger reserves and the Lessee grants the right to access, inspect, maintain and/or repair the Rented Equipment at the Lessee's premises (if the Lessee is not the owner of the relevant premises, it acknowledges it is the agent of the owner), at any time during business hours provided that reasonable notice has been provided. The Lessee must assist Draeger (and its representatives) in exercise of this right.

2.5 In the exercise of the right to access, inspect, maintain and/or repair the Rented Equipment at the Lessee's premises, the Lessee shall provide full and safe access to Draeger and shall be liable for and indemnify Draeger against the cost of all loss, damage to property and injury to persons, occurring directly or indirectly as a result of the failure by the Lessee to ensure the said full and safe access.

2.6 If Draeger require access or to enter upon the Lessee's premises, Draeger will be entitled to use reasonable force to retrieve the Rented Equipment with any costs or damages thereby caused or any requirement to make-good being indemnified by the Lessee and/or any such liability being waived by the Lessee.

2.7 When using the Rented Equipment, the Lessee shall

- a) follow the operating instructions and comply with the applicable common law, statutory and regulatory provisions and will not permit the Rented Equipment to be used for any illegal purpose or in any manner that would amount to a breach of any law or the SRTC;
- b) operate the Rented Equipment safely, only for its intended use and in accordance with manufacturer's instructions;
- c) ensure persons operating the Rented Equipment are suitably instructed in its safe and proper use and where necessary, hold a current certificate of competency and/or licensed to use the Rented Equipment;
- d) ensure the Rented Equipment is not operated by any person under the influence of alcohol and/or drugs.

2.8 The Lessee will

- a) ensure that the Rented Equipment is not defaced, tampered with or any safety equipment/guards and safety information/signage is not removed, altered or covered/obscured;
- b) ensure the Rented Equipment is operated in a safe and suitable environment;
- c) ensure that the Rented Equipment is kept safe and secure.

2.9 If the Rented Equipment is contaminated with hazardous substances, the Lessee must promptly notify Draeger in writing providing, amongst any other relevant information, full details of the contamination and hazardous material. At Draeger's discretion the Rented Equipment will either be professionally decontaminated or disposed of. If the contamination is caused or contributed to by the Lessee, the Lessee will bear the costs of appropriate professional decontamination or the cost of disposal and the replacement of the contaminated Rented Equipment based on the annual published list price.

2.10 The use of the Rented Equipment outside the jurisdiction specified in clause 9.4 is only allowed after prior consultation with Draeger and permission is received in writing.

2.11 Possession of the Rented Equipment may only be transferred to third parties - e.g. by way of a sublease - with Draeger's prior written permission.

3 Term of Lease

3.1 The Lease begins on the date of delivery of the Rented Equipment and ends upon expiry of the agreed Lease Term or on the agreed Return Date or terminated pursuant to SRTC, as specified in the agreed quote. Where no Lease Term or Return Date has been expressly agreed, a minimum term of seven days shall apply and a maximum term of 1 year less one day shall apply.

3.2 The Lessee shall return the Rented Equipment to Draeger in good condition (subject to fair wear and tear) at the end of the Lease Term. Draeger expressly reserves the right to charge the Lessee for any costs incurred by Draeger as a result of the Rented Equipment having been improperly used or returned in a condition which does not comply with this clause.

3.3 If the Lessee fails to return the Rented Equipment when required by the SRTC or within 24 hours of oral or written demand to the Lessee, the Lessee will be deemed to be in unlawful possession of the Rented Equipment without Draeger's consent.

3.4 The Lease Term may be extended by written agreement of the parties.

4 Rental Payments

4.1 The rental payments for the Rented Equipment and accessories and any additional services, e.g. courier costs, are set forth in the agreed quote.

For approved account holders, rental payments are due in full within 30 days of date of invoice. If the Lease Term is longer than 30 days, Draeger is entitled, but not obliged, to issue interim invoices.

For non-account holders, rental payments will be invoiced prior to delivery of the Rented Equipment.

4.2 Where any amount payable under the SRTC becomes overdue, all outstanding amounts whether due to Draeger under the terms of the SRTC or under any other agreement between Draeger and the Lessee will become immediately due and payable by the Lessee to Draeger within 7 days of the date of default.

4.3 Draeger may charge the Lessee interest calculated on a daily basis and compounded monthly on overdue amounts from the date the relevant payment was due, 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.

4.4 If the Rented Equipment or part thereof is returned late, the terms of this SRTC will apply month to month and additional pro-rata rental charges

will apply at the same rate as the existing rental but Draeger is entitled to demand the return of the Rented Equipment.

4.5 If the Rented Equipment or part thereof is returned earlier than agreed, rent payments will be calculated based on the actual term of the Lease and any additional rental payments will not be more than the existing rental amounts. A fee totaling 15% of the agreed rental payments for the Lease Term will be charged to the Lessee including if the Lessee cancels or terminates the Lease prior to the Rented Equipment being delivered.

4.6 The Lessee will, in addition, also be liable for any taxes, duties (including stamp duty), levies, charges, fines or imposts in connection with the SRTC including any amount of GST charged by Draeger on any supply made by Draeger under or in connection with SRTC.

5 Servicing and Maintenance of the Rented Equipment

5.1 The Lessee bears all of the costs of operating the Rented Equipment including any consumables.

5.2 The Lessee shall treat the Rented Equipment with care, and when operating the Rented Equipment must carefully observe the operating instructions provided by Draeger and/or the manufacturer.

5.3 If the Rented Equipment breaks-down or becomes unsafe to operate, the Lessee shall immediately stop using the Rented Equipment, ensure it does not sustain any further damage and prevent the Rented Equipment from causing injury, loss or damage to any person or property.

5.4 If the Rented Equipment is damaged, lost, stolen, breaks-down or becomes unsafe to operate, the Lessee must immediately inform Draeger in writing with sufficient details to enable Draeger to determine a reasonable cause of action to assist the Lessee at Draeger's discretion. All expenses, subject to the SRTC, will be at Lessee expense with any equipment supplied as replacement will be supplied for the unexpired balance of the Lease Term and under the SRTC.

5.5 If the Rented Equipment is returned to Draeger in an unreasonably untidy state, the Lessee will be charged the necessary cleaning costs for each piece of Rented Equipment affected.

5.6 Only Draeger is authorised to approve any third party to carry out maintenance and repair work going beyond the calibrating, functionality testing and inspections that become necessary as a result of proper use of the Rented Equipment ("Servicing and Maintenance").

5.7 The Lessee is required to deliver Rented Equipment as directed by Draeger for any necessary Servicing and Maintenance. Draeger will provide the Lessee with substitute equipment if Servicing and Maintenance is being carried out by Draeger.

5.8 The Lessee bears the costs of Servicing and Maintenance during the Lease Term, except where the Rented Equipment is defective and the defect has not been caused by any wrongful or negligent act or omission of the Lessee.

5.9 The Lessee bears the costs of any repairs to the Rented Equipment that need to be carried out after the Lease Term arising from use during the Lease Term, unless otherwise agreed by the parties.

5.10 The Lessee shall keep the Rented Equipment free and clear of any encumbrances or security interests and defend intervening action by third parties, e.g. compulsory execution proceedings. The Lessee shall notify Draeger without undue delay of any such intervening action and provide it with the relevant documents. The Lessee will pay all fees, contributions and other charges levied during the Lease Term as a result of the lease, possession or use of the Rented Equipment, or on the basis of the Lessee's capacity as registered operator of the Rented Equipment.

5.11 The Lessee may not combine the Rented Equipment with other equipment in such a way that it becomes an essential component of such other equipment. The Rented Equipment is a chattel and shall not be affixed to any land or building. If the Rented Equipment is affixed to any land or building, this may only be done for a temporary purpose and with the intention of being detached again at the end of the Lease. If the Lessee itself is not the owner of the relevant land or building, it acknowledges it is the agent of the land owner and it must immediately notify the land owner that the Rented Equipment is being affixed or installed for a temporary purpose only.

5.12 As the Rented Equipment is in the Lessee's possession and therefore within the Lessee's area of responsibility, the Lessee bears the risk of any loss or damage to the Rented Equipment upon collection or delivery to Lessee and during the Lease Term until collected or delivered to Draeger. If the Rented Equipment is lost or destroyed, the Lessee shall pay the replacement value based on the annual published list price.

5.13 The Lessee will not at anytime without the prior written consent of Draeger release or dispose or loose custody, possession or control of the Rented Equipment during the Lease Term.

6 End of lease

6.1 The Rented Equipment is to be returned to Draeger immediately on the end of the Lease Term or any termination of the SRTC to the address nominated by Draeger.

6.2 The Lessee shall at its own risk and expense, return the Rented Equipment, including any accessories and operating instructions.

6.3 The Lessee must ensure that on its return, the Rented Equipment is appropriately packaged and handled; the Lessee bears any repair or replacement costs incurred by Draeger as a result of any damaged including transport damage.

6.4 Draeger is entitled to recover from the Lessee on demand as a debt due and payable:-

- a) any payment of the rental or other monies payable to Draeger under the SRTC (until the Rented Equipment is delivered to or repossessed by or accepted as lost by Draeger);
- b) the cost of any renovations or repairs performed by Draeger to return the Rented Equipment to good order and repair, fair wear and tear excepted;
- c) all costs incurred by Draeger in re-taking possession of the Rented Equipment (including make-good if applicable);
- d) any storage fees paid in respect of the Rented Equipment;
- e) any transport costs in respect of the Rented Equipment;

7 Termination

7.1 Draeger is entitled to immediately terminate the Lease of the Rented Equipment if any of the following events occur:

- a) the Lessee defaults in paying any Rental Payment when due;
- b) the Lessee breaches any material terms of or fails to renew an insurance policy in relation to the Rented Equipment;
- c) the Lessee submits any of false statements or omissions in relation to this SRTC;

- d) an application is made or resolution is passed to wind-up the Lessee, the Lessee fails to pay its debts as they fall due, the Lessee becomes a 'company under external administration' or an 'insolvent under administration' within the meaning of these terms in the Corporations Act 2001 (Cth) or otherwise becomes insolvent;
- e) a receiver or other controller is appointed to the Lessee or any part of the Lessee's assets or an administrator is appointed to the Lessee;
- f) the insurance policy over the Rented Equipment is refused or cancelled/lapses or materially adversely modified;
- g) the Lessee commits any act which may cause or permit or threatens the safety, condition or safe keeping of the Rented Equipment;
- h) the Lessee fails to observe any term of this SRTC and fails to rectify such failure within 14 days of written notice from Draeger;
- i) an event of default (however described) occurs under any other agreement or arrangement between the Lessee and Draeger or between any related body corporate (as used under Corporations Act 2001 (Cth)) of the Lessee and Draeger;
- j) the Lessee ceases to carry on business or ownership or control materially changes of the Lessee; or
- k) if the Lessee's conduct indicates that the Lessee no longer intends to be bound by this SRTC.

If Draeger's right to terminate the SRTC under paragraphs (d) (e) or (j) of clause 7.1 is unenforceable as a matter of law, that unenforceability does not limit Draeger's right to terminate the SRTC on any other grounds permitted by the SRTC.

7.2 If Draeger terminates this SRTC under clause 7.1, the Lessee must:

- a) on receiving notice of termination, deliver the Rented Equipment back to Draeger in accordance with Clause 6 without undue delay, otherwise Draeger has the rights to repossess the Rented Equipment. The Lessee is solely responsible for the costs (including any make-good) associated with returning the Rented Equipment pursuant to the SRTC;
- b) pay to Draeger on demand the "Early Termination Amount", being the sum of:

- i) if less than 30 days left on Lease Term - full payment is due;
- ii) if 30 days or more are left on the Lease Term, then payment for the month is due with the cancellation fee as listed in the agreed quote,
- iii) any additional reasonable costs incurred due to the early termination such as cost of repossession;
- c) allow any recovery and repossession of the Rented Equipment;
- d) allow Draeger to take any and all actions it is entitled to take notwithstanding that Draeger may have waived any previous breaches or defaults by the Lessee under the SRTC;

If the Lessee wishes to terminate this SRTC before the Lease Term expires, the Lessee can apply to Draeger in writing. Draeger will reasonably consider the application and decide at its discretion, acting reasonably, whether or not to allow it. The Early Termination Amount as listed in 7.2(b) will apply. The Lessee's liability under this clause does not limit any other rights at common law or otherwise that Draeger may have against the Lessee for breach of this SRTC.

7.3 The Lessee is entitled to immediately terminate the lease of the Rented Equipment if any of the following events occur:

- a) an application is made or resolution is passed to wind-up Draeger, Draeger fails to pay its debts as they fall due, Draeger becomes a 'company under external administration' or 'insolvent under administration' within the meaning of these terms in the Corporations Act 2001 (Cth) or otherwise becomes insolvent;
- b) a receiver or other controller is appointed to Draeger or any part of Draeger's assets or an administrator is appointed to Draeger;
- c) Draeger fails to observe any material term of this SRTC and fails to rectify such failure within 14 days of written notice from the Lessee;
- d) Draeger ceases to carry on business or ownership or control materially changes; or
- e) Draeger's conduct indicates that it no longer intends to be bound by this SRTC.

8 Liability, Indemnity and Release

8.1 The Lessee is liable for the risks associated with the Rented Equipment and will insure itself against such risks accordingly. Upon request and at least annually, the Lessee must provide Draeger with proof of insurance cover for the Rented Equipment for the full new replacement value.

8.2 All insurance payments (except for third party liability insurance) are to be exclusively used for the purpose of repairing or replacing the damaged Rented Equipment. The Lessee will not do or permit or allow to be done anything which might or could prejudice any insurance of the Rented Equipment and will immediately inform in writing Draeger of any such occurrence.

8.3 The Lessee will promptly pay all premiums and stamp duty in respect of such insurance policy and not compromise any insurance claim without Draeger's consent and irrevocably authorises Draeger to receive all such insurance monies.

8.4 The Lessee shall satisfy all third party claims associated with salvage and maintenance operations as and when they fall due.

8.5 The Lessee is liable for damage to and theft of the Rented Equipment and unconditionally and irrevocably indemnifies Draeger and its officers, agents and employees from and against all loss (including, without limitation, any loss of Lease Payments, residual or other revenue or capital loss or any loss of bargain or profit), damages, claims, liabilities, costs, taxes, charges and expenses (including legal expenses on a full indemnity basis) of whatever kind or nature, arising directly or indirectly from, or in respect of:

- a) the delivery, installation, use or change of use, location, relocation, condition, operation, seizure, forfeiture or other confiscation of the Rented Equipment, or the loss, destruction, theft or damage of the Rented Equipment howsoever caused including loss of value resulting from insufficient, inadequate or faulty repair;
- b) any claim or demand made by any third party in relation to the Rented Equipment or its possession, operation or use;
- c) any damage to property or death of, or injury to, any person suffered or sustained in connection with the Rented Equipment or its possession, operation or use;
- d) any failure by the Lessee to observe the Lessee's obligations under this SRTC or arising from any untrue or misleading representation, warranty or statement (including on tax matters) made by the Lessee in, or in connection with, this SRTC;

- e) any reasonable steps taken by Draeger to administer, exercise, enforce or preserve any of Draeger's rights under this SRTC;
- f) any loss, reduction or disallowance of any depreciation allowance or of any tax deduction or rebate of any income or other tax upon which Draeger has relied in calculating the amount payable; or
- g) the early termination of the Lease Term (to the extent not otherwise recoverable under this SRTC).

8.6 The Lessee indemnifies and releases Draeger, to the full extent permitted by law, from all claims and demands of every kind arising out of the delivery, installation, location, possession, operation or use of the Rented Equipment, including any liability which may arise in respect of any accident or damage to property or death of, or injury to, any person or arising out of any reasonable steps taken by Draeger to exercise, enforce or preserve Draeger's rights under or in connection with this SRTC.

8.7 The indemnities and releases set out in this SRTC continue in full force and effect notwithstanding the termination (however occurring) of this SRTC.

8.8 The indemnity in clause 8.6 is a continuing obligation, separate and independent from the other obligations of the parties and survives termination, completion and expiration of the SRTC. It is not necessary for Draeger to incur expense or make any payment before enforcing the right of indemnity conferred by the SRTC. The Lessee must pay on demand any amount it must pay under an indemnity in the SRTC.

8.9 To the extent permitted by law, and notwithstanding any other provision of the SRTC, the maximum aggregate liability of Draeger under the SRTC shall not exceed the total amount of the annual rental received by Draeger in relation to the applicable agreed quote as at the date the claim arose.

8.10 Without derogating from clause 8.9, Draeger, to the extent permitted by law, shall not be liable for:

- a) any loss or anticipated loss of profit, income, revenue, saving, production; business, good will, contract or opportunity increase in financing or operating costs; liability for loss or damage suffered by third parties; legal costs (on a solicitor and client basis); fines levied; loss of reputation or any other financial or economic loss; and

b) any indirect, special or consequential loss, damage, cost, expense or penalty not expressly referred to in the preceding paragraph, howsoever arising.

9 General

9.1 Any notice or demand to be given by a party under this SRTC may be served on any other party by being left at or sent by pre-paid mail or transmitted by facsimile to that other party's address set out in the agreed quote or otherwise as notified in writing by that other party for the purposes of this SRTC. The notice or demand will be treated as having been given and received:

a) if delivered, on the day of delivery;

b) if sent by pre-paid mail, 5 business days following the date on which the notice or demand was sent; and

c) if transmitted by facsimile or email, on the day of transmission if a Business Day, or otherwise on the next Business Day.

9.2 No waiver by a party in relation to any breach of this SRTC by the other party will be deemed a waiver of any continuing or recurring breach.

9.3 All collateral agreements, reservations of title, amendments and other agreements pertaining to this SRTC must be in writing in order to be valid. Where a term of the lease is or becomes void, this shall not affect the validity of the other terms. If any provision or part of a provision of this SRTC is held or found to be void, invalid or otherwise unenforceable, it will be deemed to be severed to the extent that it is void or to the extent of voidability, invalidity or unenforceability, but the remainder of that provision will remain in full force and effect.

9.4 The laws of New Zealand shall govern this Agreement. and all disputes shall be heard in New Zealand. The parties submit to the non-exclusive jurisdiction of the Courts of New Zealand.

9.5 This SRTC is governed by the jurisdictional law in clause 9.4, subject to the exclusion of the UN Convention of Contracts for the International Sale of Goods and conflict of law provisions.

9.6 For the avoidance of any doubt, the Lessee understands and agrees that the SRTC will prevail over, and Draeger will not be bound by, any terms and conditions of purchase (express or implied) submitted by the Lessee,

whether printed on or sent with any purchase order or otherwise, unless agreed in writing by Draeger.

9.7 The expiry or termination of the SRTC 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.

9.8 No delay or omission to exercise any right, power or remedy accruing to Draeger upon any continuing breach or default under the SRTC shall impair any such right, power or remedy, nor shall it be construed to be a waiver of any right of Draeger to take action or make a claim in respect of a continuing breach or default or to be acquiescence to it.

10. Use of Rented Equipment

10.1 The Lessee warrants that the Rented Equipment is not acquired predominately for personal, domestic or household use and it is acknowledged and agreed that:-

- a.) the lessee is acquiring the Rented Equipment for the purpose of business in terms of section 2 and 43(2) of the Consumer Guarantees Act 1993 (CGA”);
- b.) the rented Equipment is supplied and acquired in trade for the purpose of the Fair Trading Act 1986 (“FTA”) and the parties agree to contract out of section 9, 12A and 13 of the FTA; and
- c.) all warranties, conditions and other terms implied by the CGA or sections 9, 12A and 13 of the FTA or any other statute or common law are excluded from the SRTC to the full extent permitted by law and that such exclusion is fair and reasonable.

11. Ownership and Risk

11.1 Notwithstanding anything contained in this SRTC, Draeger shall retain the full legal and beneficial ownership and title in and to all Rented Equipment and the rights of the Lessee to use the Rented Equipment are as bailee only. The Lessee is not entitled to offer, sell, assign, transfer, sublet, mortgage, create any type of

security interest over, pledge or otherwise deal with the Rented Equipment in any way which is inconsistent with the right of Draeger as owner of the Rented Equipment.

11.2 The Lessee acknowledges that, where the Lease Term is for more than 1 year, clause 11.1 (above) creates a security interest in the Rented Equipment in Draeger's favour for the purposes of the Personal Property Securities Act 1999 NZ ("PPS Act") and to the extent applicable the PPS Act applies.

11.3 The Lessee acknowledges that Draeger may do anything reasonably necessary, including but not limited to registering any security interest which Draeger has over the Rented Equipment on the Personal Property Security Register established under section 139 of the PPS Act in order to perfect the security interest and comply with the requirements of the PPS Act.

11.4 The Lessee agrees to do all things reasonably necessary to assist Draeger to undertake the matters set out in 11.3 (above).

11.5 The Lessee waives its rights under the PPS Act to receive a copy of any verification statement otherwise required by the PPS Act. If applicable, so far as permitted by section 107 of the PPS Act the Lessee will have no rights under sections 114, 116, 120, 121, 125, 126, 127, 129 and 131 and 133 of the PPS Act, including the right to receive any notices. The Lessee agrees if applicable that Draeger may exercise its rights under sections 109 and 120 concurrently, and that repossession and retention of the Rented Equipment under sections 120-123 will immediately extinguish any rights and/or interests the Lessee may have in the Rented Equipment and that Draeger may allocate any monies it receives to debts, charges and expenses in any priority it determines.

11.6 The Lessee agrees that the Lessee's account may be debited with the costs of registration of a financing statement and all other costs associated with the perfection and enforcement of the security interest (including full client/solicitor costs).

11.7 The Lessee shall ensure that all third parties who may from time to time hire or lease any Rented Equipment subject to a security interest in favour of Draeger from the Lessee are advised of Draeger's security interest in such Rented Equipment.

11.8 The Lessee will not change its name or NZBN or any other identifying characteristics of the Lessee without first giving Draeger 15 business days notice of the change or relocate its principal place of business outside New Zealand or change its place of registration or incorporation.

12 Privacy

12.1 The Lessee agrees that Draeger may obtain, disclose and use information:

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

12.2. The Lessee consents to Draeger recording the details of the Lessee and of this SRTC and any other agreement between the Lessee and Draeger on the Personal Property Securities Register.

13 International Trade Compliance

The Lessee certifies that:

13.1 the Rented Equipment will not be used for any restricted activity that supports the development, production, handling, usage, maintenance, storage, inventory of proliferation of any weapons of mass destruction and its delivery systems or participation in transaction with the persons engaged in such activities;

13.2 it will not subsequently export or otherwise re-sell the Rented Equipment, including but not limited to, any person or country that is subject to any sanction imposed pursuant to a decision of the United Nation Security Council.

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