

Standard Equipment Rental Terms and Conditions (“SRTC”)

1. Scope.

1.1 These standard equipment rental terms and conditions ("SRTC") apply to the rental of equipment described in further detail in the Draeger offer, quotation or description of products and services ("Equipment") to customer ("Customer") and are incorporated by reference in all offers and agreements between Customer and Draeger for rental of Equipment.

1.2 No derogating terms of the Customer shall apply unless Dräger expressly agrees to such terms in writing.

1.3 The terms of these SRTC apply except where Dräger expressly agrees to such terms in writing.

2. Term.

2.1 The rental term begins on the date of delivery and ends upon expiry of the agreed term or on the agreed return date. Where no rental term or return date has been expressly agreed, a minimum term of three days shall apply.

2.2 The Customer shall return the Equipment to Draeger in proper condition at the end of the rental term. The rental term may be extended by agreement with Draeger; however, the Customer has no right to an extension.

2.3 Customer shall at all times disclose the exact location where the Equipment is located during the rental term. Any change in location must be communicated in writing to Draeger.

3. Rent.

3.1 The rental amount for the Equipment is as shown in the Draeger offer, quotation or agreement concluded with the Customer.

3.2 Equipment may be rented on a daily, weekly or monthly.

3.3 The Customer must inform Draeger of any extension to the agreed rental period three days prior to the expiry of the agreed rental period. Draeger fully reserves the right to extend the rental period based on the availability of the Equipment.

3.4 Except as otherwise provided herein; the rental amount is not subject to any deductions on account of any time that the Equipment is not being used by the Customer. Customer shall not be entitled to any abatement of rent, reduction thereof or set-off, counterclaim, defense against rent for whatever reason.

3.5 Payment terms are net 30 days from the date of the invoice for credit approved customers.

3.6 If Customer fails to pay any rental payment or other amount(s) within 30 days of the date of an invoice, Draeger may, without declaring Customer to be in default, charge Customer a late charge penalty in the amount of 2 (two) % (percent) per month, or at the maximum rate allowed by law, whichever is greater, on all monies outstanding from time to time

3.7 The Customer may withdraw from the rent free and without giving any cause up to 14 days prior to the agreed commencement of the rental period. The Customer shall inform Draeger about such withdrawal in writing.

3.8 If the Customer withdraws without cause within 14 to 5 days prior to the agreed commencement of the rental period, then Draeger is entitled to demand 40% of the agreed remuneration as lump-sum compensation.

3.9 If the Customer withdraws without cause within 5 days prior to the agreed commencement of the rental period, then Draeger is entitled to demand 70% of the agreed remuneration as lump-sum compensation.

4. **Compliance with Laws and Taxes.**

4.1 Customer shall comply with all laws and regulations relating to the possession, use or maintenance of the Equipment, including all OSHA laws and regulations, and shall hold Draeger harmless against actual or asserted violations thereof, and pay all costs and expenses of every description, including attorneys' fees, occasioned by or arising out of any use or loss of use of any of the Equipment.

4.2 Customer acknowledges and understands the following:

- (a) personnel required to use respiratory protective or detection equipment must be appropriately fit tested prior to use of rented respiratory equipment from Draeger, and
- (b) personnel must be appropriately trained and medically evaluated prior to the use of rented respiratory equipment from Draeger.

5. **Title.**

5.1 Except as otherwise specifically agreed in writing between Draeger and Customer or as specifically provided herein, all Equipment shall remain the property of Draeger, and title thereto shall remain in Draeger or its assignee exclusively.

5.2 The Customer may not combine the Equipment with other equipment or realty in such a way that it becomes an essential component of such other equipment that may lead, under the applicable law, to a change in legal ownership of the Equipment.

6. **Equipment, Condition, Inspection, Maintenance and Repairs.**

6.1 The Customer bears all operating costs of the Equipment.

6.2 The Customer shall treat the Equipment with professional care, and when operating the Equipment must carefully observe the instructions for use provided by Draeger or the manufacturer.

6.3 To the extent necessary for the ordinary use of the Equipment the Customer shall properly calibrate, test and inspect the equipment. The Customer may assign these tasks to Draeger.

6.4 **WARNING:** Only Draeger is authorized to carry out maintenance and repair work which goes beyond such ordinary calibration, testing and inspection. No other persons may perform any calibration or maintenance measures on the Equipment.

6.5 The Customer is required to deliver Equipment to Draeger for necessary maintenance measures when required. Draeger will provide the Customer with substitute equipment while maintenance is being carried out.

6.6 The Customer bears the costs for regular maintenance during the rental term, except where the Equipment was provided by Draeger with defects.

6.7 Since the Equipment is in the Customer's possession and therefore within the Customer's control and responsibility, the Customer is liable for any damage to, theft or loss of the Equipment and shall bear all costs of repair or replacement, whilst in the possession of the Customer, regardless of whether loss or damage is caused by Customer. If the Equipment is lost, damaged or destroyed, the Customer shall pay the full replacement value based on the most recent Draeger list price in Singapore of the Rental Equipment or repair the damage and bear the full cost of repair to the Equipment. The decision to repair or replace the Equipment shall be solely determined by Draeger.

6.8 The Customer shall keep the Equipment free and clear of claims by third parties, e.g. sequestration and judicial execution. The Customer shall notify Draeger without undue delay of any such claims and provide it with the relevant documents.

7. **Liability; Indemnification.**

7.1 Customer shall indemnify and hold harmless Draeger, and its officers, directors, shareholders, affiliates, successors, assigns, employees, representatives and agents from and against any and all liability for any claim, suit, judgment, damage, injury, loss, cost, expense or penalty of any kind or nature whatsoever, including attorneys' fees, by reason of any injury (including death) to persons or damage to property, including the Equipment, arising out of, connected with or resulting from the selection, acceptance, delivery, maintenance, use, operation and/or control of the Equipment by Customer and its employees, agents and representatives, including, without limitation, any such liability arising out of Customer's failure to comply with applicable laws, regulations and ordinances, whether or not due in whole or in part to the condition of the Equipment or any act, omission or negligence of Draeger and/or its officers, directors, shareholders, employees, agents or representatives, including the sole, joint, concurrent or contributory negligence of Draeger, and/or its officers, directors, shareholders, employees, agents or representatives. Customer's obligation to indemnify Draeger as provided for herein shall survive expiration or termination of this Agreement.

7.2 The Customer shall indemnify and defend Draeger against all claims by third parties against Draeger based on the Customer's use of the Equipment.

7.3 The Customer will pay all fees, contributions and other charges levied during the rental term as a result of the rent, possession or use of the Equipment, or on the basis of the Customer's capacity as operator of the Equipment.

8. **Default; Termination.**

8.1 If, during the term of this Agreement, one or more of the following shall occur: **(a)** Customer shall default in the payment when due of any rent or other payment provided for herein; **(b)** Customer shall attempt to sell, transfer, encumber or sublet the Equipment; **(c)** Customer shall fail to maintain the Equipment as provided for herein and/or; **(d)** Customer shall default in the observance or performance of any other covenant, condition or agreement; then, in any such case, Draeger may declare this Agreement in default. At any time after such declaration, Customer hereby authorizes Draeger to enter, with or without legal process, any premises where the Equipment is located and to take possession thereof. Customer shall provide Draeger with unobstructed ingress and egress for such purpose. Furthermore, Customer shall immediately pay to Draeger all amounts then due hereunder and for all costs of removal of the Equipment from the possession of Customer. Customer shall also pay Draeger all costs incurred by Draeger, including court costs and attorneys' fees, in connection with any efforts to collect any unpaid amounts due from Customer.

9. **Assignment.**

9.1 This Agreement may not be assigned by Customer without Draeger's prior written consent.

9.2 The Customer shall under no circumstances rent out the Equipment without Draeger's written consent.

10. **LIMITATION OF WARRANTIES AND REMEDIES.**

DRAEGER HAS NOT MADE, AND DOES NOT HEREBY MAKE, NOR SHALL IT BE DEEMED BY VIRTUE OF HAVING RENTED THE EQUIPMENT PURSUANT HERETO HAVE MADE, ANY REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OR, FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES AND AGREES THAT DRAEGER SHALL NOT BE LIABLE FOR INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL OR OTHER SIMILAR DAMAGES IN CONNECTION WITH DRAEGER'S PERFORMANCE UNDER THIS AGREEMENT OR FROM THE SELECTION,

USE OR OPERATION OF THE EQUIPMENT BY CUSTOMER. DRAEGER'S LIABILITY SHALL AT ALL TIMES BE LIMITED TO THE INVOICE VALUE OF THE EQUIPMENT RENTAL.

11. **Terms and Conditions Inapplicable.**

Except as otherwise expressly stated herein, Customer and Draeger acknowledge and agree that the terms and conditions set forth on any Customer purchase order which is accepted and executed by Draeger shall be of no force and effect with respect to the Equipment and the transactions contemplated by this Agreement. In all circumstances the SRTC shall prevail.

12. **Insurance.**

12.1 The Customer is liable for ALL risks associated with the Equipment and will insure itself against such risks accordingly.

12.2 All insurance pay-outs (except for third party liability insurance) are to be primarily used for the purpose of repairing or replacing the Equipment.

12.3 The Customer shall satisfy all third party claims relating to the use of the Equipment as and when they fall due. The Customer indemnifies Dräger against all claims brought against it by third parties.

13. **End of Rent.**

13.1 At the end of the rental period, the Customer shall, at its own risk and expense, return the Equipment, including any accessories and operating instructions, to the address nominated by Draeger when the equipment was originally delivered.

13.2 When returning the Equipment, the Customer must particularly ensure that it is appropriately packaged, handled, cleaned and where required decontaminated; the Customer bears any costs incurred as a result of thereof.

14. **Miscellaneous and Jurisdiction.**

14.1 Any cancellation or termination by Draeger pursuant to the provisions of this Agreement shall not release Customer from any then outstanding obligations to Draeger hereunder.

14.2 This Agreement constitutes the entire agreement between the parties and there are no warranties (in respect of the Equipment or otherwise), express or implied, other than such as are contained herein.

14.3 This Agreement may be modified, amended or mutually rescinded only by a written instrument executed by each of the parties hereto.

14.4 This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their permitted successors and assigns.

14.5 Draeger's failure at any time to require strict performance by Customer of any of the provisions of this Agreement shall not waive Draeger's right to demand strict compliance therewith or with any other provision hereof.

14.6 This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Republic of Singapore with the courts of Singapore to have exclusive jurisdiction.