

**TERMS AND CONDITIONS FOR EQUIPMENT RENTAL AND SERVICES  
("AGREEMENT")**

**1 EQUIPMENT RENTAL AND SERVICES**

1.1 Solotech agrees to rent the equipment ("**Equipment**") listed in this purchase order, invoice, quote or proposal issued by Solotech ("**Quote**") and, if applicable, to provide the services of Solotech personnel ("**Personnel**") for the set-up, tear-down, preparation, installation and/or operation of the Equipment ("**Services**") to Client, during the period specified in the Quote ("**Rental Period**").

**2 PRICE AND FEES**

2.1 Client undertakes to pay Solotech the rental price for the rented Equipment ("**Rental Price**") and the fees for the actual Services rendered by the Personnel ("**Fees**") as set forth in the Quote. Unless otherwise specified in the Quote, Client agrees to pay the Rental Price and the Fees upon receipt of an invoice from Solotech.

2.2 Unless otherwise provided in the Quote, Client agrees to be fully responsible for the transportation of the Equipment to and from Solotech's warehouse and to assume any associated costs. Furthermore, unless otherwise agreed, the Client is responsible for loading and unloading the Equipment from the delivery truck(s). If Client requires Solotech to be responsible for the transportation of the Equipment, the transportation costs may be invoiced separately to Client.

2.3 If applicable, Client agrees to pay a non-refundable advance payment on the Rental Price and Fees as set forth in the Quote (the "**Advance Payment**"). In accordance with this Agreement, Solotech may use the Advance Payment as compensation in the event of termination of this Agreement or cancellation during the Rental Period, including in the event of a Force Majeure event.

2.4 Solotech will invoice the amount of any sales, value added or excise taxes that it is legally required to collect from Client and will remit this amount to the appropriate government authorities. Neither party is responsible for the other party's income taxes and/or net or gross capital taxes.

2.5 Client is not entitled to deduct, withhold, or set off any amount payable by Client to Solotech, including against any sum which Solotech may owe to Client.

**3 MODIFICATIONS**

3.1 Client may provide Solotech with a written request of any change to the delivery location(s), the Equipment, the Services, or if Client elects to modify the Rental Period, at least fifteen (15) business days prior to such change taking effect. Solotech shall have the right to adjust the Rental Price and the Fees accordingly or to refuse, acting reasonably, any such change request. If such additional Equipment and/or Services can be provided, then they shall be billed separately by Solotech.

**4 ACCEPTANCE AND REPAIR OR REPLACEMENT**

4.1 Upon delivery of the Equipment to the delivery location(s), Client shall inspect the Equipment and promptly notify Solotech if any Equipment is missing, defaulting or damaged. Unless Solotech is notified in writing promptly, Client shall be deemed to have accepted the Equipment, "as is". If any Equipment is missing, defaulting or damaged, provided the default or damage is not due to the acts or omissions of Client, or the incorrect handling of the Equipment by Client or Client's carrier during transport, Solotech shall repair or replace the defaulting or damaged Equipment.

4.2 After the acceptance of the Equipment, if during the Rental Period any Equipment supplied by Solotech is malfunctioning, Client's sole and exclusive remedy shall be to require Solotech to provide and ship an equivalent replacement for such Equipment. Notwithstanding the foregoing, if the Equipment is malfunctioning as a result of damage caused by the acts or omissions of Client, or any of its employees, agents, subcontractors, representatives, carriers or service providers, Client agrees to reimburse Solotech the full replacement costs of the Equipment incurred by Solotech and pay for the shipping costs and any equipment subrental costs, if any. Client shall also continue paying the Rental Price until the damaged Equipment is repaired or replaced, including after expiry or termination of this Agreement. Except as set forth herein, Solotech disclaims all other warranties and guarantees, whether statutory, express, or implied, including all implied warranties of merchantability, fitness for a particular purpose, or arising from a course of dealing or usage of trade or otherwise.

4.3 Client must not itself, or permit a third party to, repair or attempt to repair the Equipment, without the prior written consent of Solotech.

**5 RISK AND OWNERSHIP**

5.1 Client shall be responsible for the loss of or damage to the Equipment during the Rental Period, whether such loss or damage is caused by any act or omission of Client, or any of its employees, agents, or subcontractors, including the transportation company hired by Client, if applicable, or the Personnel. Client is responsible for the Equipment from the time of delivery of the Equipment until the return of the Equipment to Solotech and Solotech's acceptance thereof.

5.2 The Equipment shall remain the sole property of, and title thereto shall remain in, Solotech exclusively. Nothing in this Agreement shall be deemed to have the effect of conferring any right or title whatsoever in or to the Equipment upon or to Client, other than as client hereof. During the Rental Period, as a material condition under this Agreement, Client shall keep the Equipment free from any and all liens, hypothecs, claims or encumbrances, and shall do or permit no act or thing whereby Solotech's title or rights in the Equipment may be encumbered or impaired.

**6 CLIENT RESPONSIBILITIES**

6.1 Client shall: (i) provide a safe working environment to the Personnel in compliance with any health and safety laws where the Services are rendered or other applicable laws, industry standards, and this Agreement; (ii) provide the Personnel with reasonable

access to shelter from the elements, potable water, restroom facilities, and any other reasonable technical accommodations requested in advance by Solotech; (iii) only use the Equipment for its proper purpose in a safe and correct manner and in accordance with any operating and/or safety instructions provided or supplied to Client, including any indication set out on the Equipment itself; (iv) ensure that only competent individuals are permitted to use the Equipment; (v) notify Solotech (and where appropriate, the authorities) immediately of any breakdown, theft, loss and/or damage to the Equipment and cooperate fully with any inquiry and keep Solotech fully informed of the same; (vi) have sole responsibility of the Equipment in transport, when the Equipment is not in actual use for the event, including during its storage in between locations; (vii) not sublease, sub-rent or otherwise transfer, nor sell (or attempt to sell) the Equipment or any part thereof, nor claim any title nor ownership of the Equipment; and (viii) not make any alterations, changes, modifications or improvements to the Equipment without the prior written consent of Solotech, nor deface, remove or cover any nameplate, bar code, label, stamp or insignia on the Equipment. In addition, if Client receives personal information concerning the Personnel or any Solotech subcontractor or representative ("**Personal Information**"), Client agrees to (i) use such Personal Information solely for the purpose of and in accordance with the terms of this Agreement and in compliance with any Solotech instructions or policies (as same may be updated from time to time) and all applicable laws, rules and regulations as each relate to the protection of Personal Information; and (ii) if applicable, keep the Personal Information solely as long as necessary in accordance with this Agreement, employ appropriate safeguards to secure the Personal Information against loss, theft, unauthorized access or disclosure, and promptly destroy any Personal Information received immediately upon termination of this Agreement.

6.2 Solotech, or its agents or representatives, may at any time, upon reasonable notice to Client, inspect the Equipment at the location where the Equipment will be held. Solotech may retake possession of the Equipment without delay, if the Equipment is, in Solotech's reasonable opinion, being used improperly. For clarity, improper use of the Equipment shall constitute a material breach of this Agreement.

6.3 At the end of the Rental Period or upon earlier termination of this Agreement, the Equipment shall be returned to Solotech, at Client's expense, to a location designated by Solotech. The returned Equipment shall be in good working order, subject only to reasonable wear and tear, and Client shall remain liable for any damage to the Equipment discovered by Solotech for a reasonable period of time after inspection of the Equipment.

6.4 As a material condition of this Agreement, Client is solely responsible for inspecting and maintaining the safety and integrity of any structure (i.e., building, anchor point, maximum load, grid, tent, stage, etc.) which Personnel may use for Equipment installation, rigging, and/or operation in the performance of its Services hereunder. Client shall provide to Solotech the building or location specifications where the Equipment will be installed, which shall include maximum loads and anchor points for the Equipment and Solotech shall rely on the information provided by Client. Solotech is not responsible to validate any specification with respect to the structure. In the event Solotech identifies a safety hazard, structural deficiency, or other similar concern, Solotech shall promptly notify Client of the same. Upon such notification, Solotech shall be reasonably permitted to suspend Services partially or wholly, at Client's expense, until such time Client has remedied such safety hazard, structural deficiency, or other similar concern to Solotech's reasonable satisfaction.

6.5 In the event of any suspension in accordance with Section 6.4, Client shall pay Solotech the Rental Price for the Equipment and the Fees for the Services performed up until the suspension date and any costs and expenses incurred by Solotech as a result of such suspension. Solotech shall not be held liable for any delay or failure to perform the Services during such suspension. For greater clarity, Solotech may retain the Advance Payment and apply it against the Rental Price and Fees owed to Solotech and Solotech shall not be held liable for any replacement costs that may be incurred as a result of such suspension of the Services, nor for any other damages in connection therewith, including Client's loss of profit or Client's inability to secure replacement personnel or equipment for the event from a third party.

**7 INSURANCE**

7.1 Client represents and warrants that it has obtained and will maintain during the Rental Period, the following insurance policies: (i) a Property Insurance Policy covering, on an all-risk basis, damage to the Equipment while under the care and custody of Client for the full replacement value of the Equipment; (ii) a Public Liability Insurance with minimum limit of one million Pound Sterling (£1,000,000); and (iii) a Worker's Compensation Insurance as required by applicable law and Employer's Liability Insurance with minimum limit of ten million Pound Sterling (£10,000,000) or the equivalent in the local currency, per occurrence.

7.2 Failure to maintain or the cancellation of any of the required insurance coverages during the Rental Period shall constitute a material breach of this Agreement by Client. Upon request, the Client will provide certificates attesting to the above coverage.

**8 INDEMNIFICATION**

8.1 Client ("**Indemnifying Party**") shall indemnify and hold harmless Solotech and its employees ("**Indemnified Party**") and, in the case of a third party claim, shall assume the Indemnified Party's defense by retaining the services of attorneys approved in advance by the Indemnified Party, from, against and in respect to any loss (including reasonable attorneys' fees and legal costs) incurred by the Indemnified Party, where such loss is attributable to: (i) any breach by the Indemnifying Party of its representations and warranties, any failure by the Indemnifying Party to perform or

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comply with any covenant or other obligation stipulated or arising out of this Agreement or under any applicable law; or (ii) any damage to any property or any injury or death of any person resulting from the negligent act or omission of the Indemnifying Party, or of any of its employees, subcontractors or other representatives acting on its behalf in the performance of its obligations under this Agreement.

- 8.2 Solotech's maximum liability under this Agreement shall be limited to the total Rental Price and the Fees paid by Client during the Rental Period. Notwithstanding the foregoing, nothing in this Agreement shall limit Solotech's liability under this Agreement in case of its gross negligence or wilful misconduct. Neither party shall be liable towards the other party for punitive or consequential damages including, but not limited to, loss of profit or income.

## 9 FORCE MAJEURE

- 9.1 Neither party shall be responsible for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments to the other party hereunder), to the extent such failure or delay is caused by or resulted from an act, event, or condition beyond the reasonable control of such party, including without limitation in the event of an epidemic, pandemic or any public health emergency of international concern as so declared by the World Health Organization ("**Force Majeure Event**").
- 9.2 The party whose performance is affected by a Force Majeure Event shall: (i) notify the other party upon the occurrence of the event of Force Majeure, stating the period of time the Force Majeure Event is expected to last, (ii) use diligent efforts to minimize the effects of such Force Majeure Event in the performance of its obligations under this Agreement, and (iii) use commercially reasonable efforts to allow performance of the Services to the extent possible without delay.
- 9.3 If the Force Majeure Event lasts for more than fourteen (14) consecutive days: (i) Client or Solotech may terminate the Agreement; and (ii) Client shall pay a termination fee equal to the lesser of: (A) the balance of Fees payable, or (B) the equivalent of two (2) weeks of Fees; and (iii) the provisions of Sections 11.2.1 and 11.2.2.2 to 11.2.2.4 shall apply.
- 9.4 Notwithstanding the foregoing, if: i) the event is in a location affected by a Force Majeure Event and local authorities have determined it is unsafe to conduct business or attend day-to-day activities as a result of such Force Majeure Event; or ii) Solotech, acting reasonably, deems it is unsafe for its Personnel to perform the Services in a specific location as a result of such Force Majeure Event, Solotech shall have the right to suspend, in whole or part, the performance of the Services in such location, at its sole discretion, until such time the Force Majeure Event concludes. The suspension shall be effective immediately following a notice is sent to Client to that effect.
- 9.5 In the event of any suspension in accordance with Section 9.2 or 9.4, Client shall pay Solotech the Rental Price for the Equipment and the Fees for the Services performed up until the suspension date. Solotech shall not be held liable for any delay or failure to perform the Services during such suspension to the extent and for so long as the suspension is due to a Force Majeure Event. For greater clarity, Solotech may retain the Advance Payment and shall not be held liable for any replacement costs that may be incurred as a result of such suspension of the Services, nor for any other damages in connection therewith, including Client's loss of profit or Client's inability to secure replacement personnel or equipment for the event from a third party.

## 10 TERMINATION

- 10.1 Solotech may terminate this Agreement upon the occurrence of any of the following events of default: (i) Client breaches a material term or condition of this Agreement, or fails to make any of the payments due under this Agreement and has not cured the default after receiving a written notice from Solotech giving Client the opportunity to cure such default within five (5) days; (ii) Client becomes insolvent, does not pay its debts as they become due, admits in writing its inability to pay its debts, or makes an assignment for the benefit of creditors; insolvency, receivership, reorganization, bankruptcy, liquidation, or similar proceedings are commenced against Client; or (iii) Client becomes involved or associated with an event or circumstance caused by Client or others closely associated with Client (other than Solotech), which, in the reasonable judgment of Solotech, (a) brings Client into public disrepute, contempt, scandal, or ridicule, or (b) shocks, insults, or offends the community or any group or class thereof, or (c) offends public morals and decency, or (d) in the public's mind, could reflect unfavourably upon Client or Solotech, their products or services, or could reduce the commercial value or reputation of Solotech due to its association with Client..
- 10.2 Client may terminate this Agreement upon the occurrence of any of the following events of default: (i) Solotech breaches a material term or condition of this Agreement and has not cured the default after receiving a written notice from Client giving Solotech the opportunity to cure such default within five (5) days; or (ii) Solotech becomes insolvent, does not pay its undisputed debts as they become due, admits in writing its inability to pay its debts, or makes an assignment for the benefit of creditors; insolvency, receivership, reorganization, bankruptcy, liquidation, or similar proceedings are commenced against Solotech.

## 11 EFFECT OF TERMINATION

- 11.1 In the event of termination of this Agreement, Client shall return the Equipment to Solotech at its sole cost, at the location determined by Solotech. If Client fails to return the Equipment within the period specified by Solotech, Solotech or any of its representatives or agents, shall be entitled to recover the Equipment and enter into the premises where the Equipment is located Solotech reserves the right to charge a daily late fee if the Equipment is not promptly returned to Solotech at the expiry of the Rental Period or upon earlier termination of this Agreement.

- 11.2 In addition to Section 11.1, Client shall pay Solotech the following amounts:

11.2.1 Any Rental Price and Fees owed to Solotech for the days during which the Services were performed and the Equipment was used for the Event, up until the Equipment is returned to Solotech, and any amounts accrued and payable by Client pursuant to the agreed upon billing schedule; and

11.2.2 Except if the termination is pursuant to Section 10.2:

- 11.2.2.1 a termination fee equal to the lesser of: (i) the balance of Rental Price and the Fees payable, or (ii) the equivalent of two (2) weeks of Rental Price and Fees; and
- 11.2.2.2 the actual cost for the return of the Equipment to Solotech, including transportation, maintenance, repair, and storage costs; and
- 11.2.2.3 the actual travel costs incurred for the Personnel to return home; and
- 11.2.2.4 any other costs incurred by Solotech as of the termination date in connection with this Agreement.

- 11.3 For greater certainty, termination of this Agreement shall not affect the provisions (and the parties' corresponding obligations) that, in order to give proper effect to its intent, should survive termination of this Agreement, including, but not limiting to, any ongoing obligations with respect to confidentiality and indemnity provisions. Solotech may, in addition, exercise any other remedies (whether granted by law, in equity or under this Agreement) and those remedies are cumulative and not exclusive.

## 12 MISCELLANEOUS

- 12.1 *Notices.* All notices which either party is required or desires to give to the other party, shall be in writing and shall be given by personal delivery, by electronic mail transmissions, by overnight courier (FEDEX, UPS) or by Mail certified or registered, to the principal business address of that party as set forth in the Quote. In the case of Solotech, a copy of such notice shall also be sent to: [Legal@solotech.com](mailto:Legal@solotech.com).
- 12.2 *Independent Contractors.* The parties are independent contractors, and neither shall be nor shall represent itself to be the agent, joint venturer, partner or employee of the other or to be related to the other. No representation shall be made, nor act done by either party which could establish any apparent relationship of agency, joint venture, partnership or employment with the other party, and neither party shall be bound in any manner whatsoever by any agreement, guarantee or representation made by the other party to any person or by any action of the other party.
- 12.3 *Confidentiality.* This Agreement as well as any other written communications or documents exchanged between the parties as part of this Agreement are confidential in nature and shall not be disclosed by Client or Solotech to any third parties without the written consent of the other party, except that disclosure without the disclosing party's consent may be made to (a) employees, officers, personnel and third party representatives of a party with a need to know the other party's confidential information to ensure the performance of the Agreement; and (b) attorneys, accountants and financial advisors of the other party, provided that they have been informed of the confidential nature of the information disclosed to them.
- 12.4 *Client Material.* Subject to Solotech complying with Client's instructions, if any, Solotech may display during or after the event (on its website or in other marketing communications) approved photos, videos, the name of the event and/or description of Equipment used during the event for Solotech's sole marketing and communication purposes.
- 12.5 *Assignment.* Neither party may assign this Agreement, or any of its rights, or delegate any of its obligations hereof, to any third party without prior written consent, and any such assignment without consent shall be null and void. Notwithstanding the foregoing, Solotech may assign, partially or totally, this Agreement to any of its affiliated entities without the prior written consent of Client, provided that such affiliated entity agrees to abide by Solotech's obligations pursuant to this Agreement.
- 12.6 *Entire Agreement.* This Agreement and the Quote embody the entire agreement between the parties hereto with respect to the subject matter hereof and supersede any and all other agreements made either verbally or in writing. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. The parties agree that any term or condition stated in any Client purchase order or in any other Client's documentation is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the Quote, and (2) this Agreement.
- 12.7 *Interest Charges.* Monetary balances unpaid by Client, and unpaid claims by Solotech against Client, shall bear interest at the rate of fifteen percent (15%) annually, until paid in full by Client.
- 12.8 *Governing Law and Venue.* This Agreement will be governed by the laws of England and Wales whose courts will have exclusive jurisdiction.
- 12.9 *Acceptance.* By accepting this Quote, Client agrees to be bound by the terms and conditions of this Agreement.