

1. Definitions

1.1 Except as may otherwise expressly be provided herein or unless the context otherwise requires, the following terms shall have the following meanings assigned to them:

"Claims" means any and all claims, liens, judgements, awards, remedies, debts, liabilities, damages, costs, losses, expenses (including legal expenses) or causes of action of whatever nature;

"Company" means any person to whom Contractor provides Services in accordance with these Terms;

"Consequential Loss" means all consequential or indirect loss which shall include but shall not be limited to loss of profit, loss of use, loss of production, loss of revenue, business interruption or increased cost of working;

"Contractor" means Peterson (United Kingdom) Limited a company registered in England and Wales under registration number 03311077 with its registered office at St Bride's House, 10 Salisbury Square, London EC4Y 8EH and a trading address and place of business at Nautilus House, 35 Waterloo Quay, Aberdeen AB11 5BS;

"Facilities" means any accommodation or storage facilities provided to the Company by Contractor pursuant to and in accordance with the terms of a Facilities Agreement to be entered into between Contractor and the Company;

"Force Majeure" means an event which is beyond the control of either Contractor or the Company and without the fault or negligence of the party affected and which could not have been foreseen or prevented by that party when exercising reasonable diligence and shall include but shall not be limited to, an act of God, acts of the public enemy, wars, riots, insurrections, hostilities, strikes, lock-outs, natural disaster, flood, ice, severe weather conditions, failure or delay of Contractor or its sub-contractors, insufficient manpower available, other interruptions of construction works or services, in respect of which Contractor has been unable to provide a remedy using reasonable endeavours;

"Party" means either the Company or the Contractor, as the context so requires, and "Parties" shall be construed accordingly;

"Contractor Equipment" means any plant and/or equipment hired by Contractor to the Company;

"Services" means (a) the hiring by Contractor to the Company of any Contractor Equipment, (b) the provision by Contractor of labour to the Company including the provision of any personnel, (c) stevedore and ships agency services, and (d) such other services as may from time to time be provided by Contractor to the Company all pursuant to and in accordance with these Terms;

"these" "those Terms" means these terms and conditions;

"Work" means all work that the Contractor is required to carry out in accordance with the provisions of the Contract, including the performance of the Services;

1.2 The singular includes the plural and vice versa and any gender includes all genders.

1.3 The clause headings are inserted for ease of reference only and shall not affect the interpretation or construction of these Terms.

2. Provision of Services

2.1 The provision of Services to the Company shall be subject to these Terms and, in addition, the following terms and conditions, copies of which are available from Contractor on request:

Cranes - Scottish Plant Owners Standard Terms and Conditions; and/or Transport - Freight Transport Association Conditions of Carriage: and/or British International Freight Association (BIFA). Standard Trading Conditions 2005A Edition.

2.2 The terms and conditions/ conditions of carriage referred to at Clause 2.1.1 may include terms which limit and/or exclude the liability of Contractor .

2.3 Where any cargo is to be transported by Contractor on behalf of Company, the Company shall be obliged to notify Contractor of the weight and nature of such cargo. Any loss or damage incurred by Contractor as a consequence of a failure on the part of the Company to so notify Contractor or as a consequence of the Company providing Contractor with incorrect information shall be for the Company's account and the Company undertakes to fully and effectually indemnify Contractor upon demand in respect of any such loss or damage.

2.4 In the case of transportation of abnormal, heavy, dangerous or inflammable material (as to which Contractor shall be the sole judge), Contractor shall be entitled to require the Company to take all such precautions as Contractor may reasonably require or in certain circumstances, the Company may be asked to transport such material through an alternative carrier. In either situation, the risk associated with the transportation of such material and/or any expenses incurred in connection with the transportation of such material either by Contractor or an alternative carrier shall be borne by the Company and the Company shall indemnify Contractor, fully and effectually, in respect of all or any claims, expenses, losses, damages and actions which may be suffered or incurred by Contractor in respect thereof.

3. Payment

3.1 Unless otherwise expressly agreed in writing, invoices raised by Contractor are strictly net and are due for payment within twenty eight days following the date on which the Services are invoiced to the Company.

3.2 Contractor will use reasonable endeavours to provide transportation and material handling services but it does not accept any liability to the Company for any shortages or any inability to provide such services which may occur.

3.3 Contractor shall use reasonable endeavours to adhere to any delivery times or delivery dates as may reasonably be required by the Company. However time shall not be of the essence and Contractor shall not be liable to the Company if any such delivery times or delivery dates are not adhered to.

3.4 Provision of fuel shall be invoiced separately at the time of supply. All invoices relating to the provision of fuel shall be payable within 10 working days of the receipt of the invoice.

3.5 Time for payment of such invoices shall be of the essence of these Terms. If any invoices are not paid to Contractor on or before the due date for payment, Contractor shall refer the matter to their legal agents who shall be instructed to seek recovery of the debt due by way of Court proceedings. The Company shall be liable for all expenses and costs incurred by Contractor in connection with any such recovery process. In addition, any sum remaining unpaid after the due date shall bear interest, payable by the Company, at the rate of 4% per month or part month thereof above the base lending rate from time to time of Bank of Scotland from the date such sum fell due for payment until paid in full.

3.6 All dues, duties, taxes, rates or deposits levied by local and central authorities (including without prejudice to the generality hereof value added tax) in connection with the Services shall be in addition to any rates quoted by Contractor and shall be for the Company's account.

3.7 Contractor reserves the right to review its general pricing policies and schedules at any time and shall notify the Company in writing as soon as reasonably practicable of any such variation.

4. Arbitration

In the event of a dispute arising between Contractor and the Company regarding either the nature or provision of the Services which dispute cannot be resolved between the parties, such dispute shall be referred to an arbiter to be mutually agreed or failing agreement to an arbiter nominated by the President of the Law Society of Scotland. The decision of such arbiter shall be final and binding on Contractor and the Company. The process of arbitration available to Contractor shall be without prejudice to Contractor's ability to instigate court proceedings to recover any unpaid invoices.

5. Liability

5.1 The Company shall indemnify and hold harmless Contractor in respect of any Claim made against Contractor by an employee, agent or personnel of the Company or by any third party, in respect of the death or injury of any such employee, agent or personnel, arising directly from the performance of the Services (except to the extent that such death or injury is caused or contributed to by the negligent act or omission of Contractor, its employees or agents).

5.2 Contractor accepts no responsibility for loss of, or damage to, the Company's property, or the property of the Company's personnel or any third parties notwithstanding that any such loss or damage is caused by the negligence of Contractor, its employees or agents. The Company shall indemnify and hold harmless Contractor from and against any such damage or loss together with all costs, expenses, actions, proceedings and claims suffered or incurred by Contractor as a result of or arising out of the Services.

5.3 Contractor shall not, in any event, be liable to the Company for any Consequential Loss suffered by the Company.

5.4 The Company shall indemnify Contractor in respect of any loss or damage to Contractor Equipment which is sustained by any act, error, omission or neglect of the Company or any subcontractor of the Company and the Company shall, and shall ensure that any subcontractor of the Company shall, not permit any Contractor Equipment and or goods supplied to it or its subcontractors, by Contractor to be pledged, mortgaged or subject to any lien whatsoever.

6. Force Majeure

Any failure or delay in the performance of any rights and/or obligations pursuant to these Terms, by Contractor arising from Force Majeure shall not be deemed to be a breach of these Terms. The time required for Contractor's performance shall be extended for a period that the Force Majeure continues to operate, provided that either Contractor or the Company may terminate the provision of the Services pursuant to these Terms without penalty if the Force Majeure continues to operate for a period of three consecutive months.

7. Provision of Facilities

Where the Company requires Contractor to provide Facilities, such Facilities shall be provided to the Company subject to the terms and conditions of a separate Facilities Agreement to be entered into between Contractor and the Company.

8. Notices

Any notice required to be given under this Contract shall be in writing and shall be delivered by first class Recorded Delivery Post to the other Party at the respective addresses detailed in this Clause. Any notice sent by Recorded Delivery Post shall be deemed duly served at the expiry of two days after the day of posting. In proving service it shall be sufficient to prove that the envelope containing the notice was duly addressed to the Company or the Company (as the case may be) in accordance with this provision and posted to the place to which it was so addressed. Any notice for the Contractor shall be addressed For the Attention of the Contacts and Legal Advisor, Nautilus House, 35 Waterloo Quay, Aberdeen, AB11 5BS. Any notice for the Company shall be addressed For the Attention of the Contracts Manager and sent to the Company's preferred invoice address.

9. These Terms to prevail

9.1 In the event of any ambiguity or conflict arising between these Terms and those contained and referred to in (a) the Scottish Plant Owners Standard Terms and Conditions and (b) the Freight Transport Association Conditions of Carriage and (c) British International Freight Association (BIFA) Standard Trading Conditions 2005A Edition, these Terms shall prevail.

9.2 These Terms shall govern any contract for the provision of Services by Contractor to the Company and shall prevail over any terms put forward by the Company, unless Contractor expressly agrees to such terms in writing. No conduct by Contractor or on the part of any employee, director or agent of Contractor shall be deemed to constitute acceptance of any terms put forward by Company.

10. Law

These Terms shall be governed by Scots Law and the parties agree to prorogate the exclusive jurisdiction of the Scottish Courts.