

## 1. APPLICABILITY

These General Terms and Conditions for Operated and Maintained Equipment, shall apply to each and every Agreement between Mammoet and Client in relation to the operation and maintenance of Equipment. No terms and conditions of any kind and under any name whatsoever that the Client employs or to which the Client refers, will apply and all such terms and conditions are hereby expressly rejected by Mammoet. The Agreement will be comprised of the Proposal, the General Terms and Conditions, and any Special Terms and Conditions. In the event of conflict between the Special Terms and Conditions, the General Terms and Conditions and the Proposal, the following will be the order of precedence: first the Special Terms and Conditions, then the General Terms and Conditions, and finally the Proposal.

## 2. DEFINITIONS

"Agreement": the Proposal, the General Terms and Conditions, and any Special Terms and Conditions (if applicable);

"Agreement Price": either the lump sum price or time and material rates contained in the Proposal;

"Client": the person or entity that enters into the Agreement with Mammoet;

"Equipment": any objects Mammoet will operate and maintain as identified in the Proposal;

"General Terms and Conditions": these terms and conditions for Operated and Maintained Equipment rentals;

"Event of Default": mean an event where any one or more of the following occurs, or Mammoet reasonably anticipates same occurring:

- (a) Client fails to make any payment required under any Agreement between Mammoet and Client when due;
- (b) Client fails to properly supervise, where applicable, the operation of the Equipment;
- (c) Client fails to observe or perform any other covenant or requirement, or obligation contained in an Agreement;
- (d) Client attempts to sell, transfer or encumber the Equipment;
- (e) a voluntary or involuntary proceeding is instituted in any court of competent jurisdiction, seeking a decree or order:
  - (i) for relief in respect of Client under any applicable bankruptcy, insolvency, reorganization, assignment for the benefit of creditors, or other similar law;
  - (ii) for the appointment of a receiver, liquidator, assignee, custodian, trustee or similar official of Customer or its property, or
  - (iii) for the winding up or liquidation of the Client's affairs;

"Mammoet": the Mammoet legal entity specified in the Proposal;

"Operator": the person(s) supplied by Mammoet in numbers and roles customarily required to operate and maintain the Equipment;

"Parties": Mammoet and the Client together;

"Party": Mammoet or the Client;

"Proposal": the document, including without limitation any purchase order, work order, quote, letter, or email, identifying the Equipment and the Work along with associated fees and reimbursable expenses to be paid by Client;

"Special Terms and Conditions": terms and conditions proposed by Mammoet and accepted by Client for the purpose of modifying or supplementing the General Terms and Conditions;

"Work": the task(s) which Mammoet has agreed to complete using its Equipment and personnel as detailed in the Proposal;

"Worksite": the location where the Work is to be undertaken as specified in the Proposal.

## 3. PAYMENT TERMS

Payment is due to Mammoet within thirty (30) days of the date of the invoice rendered by Mammoet. Client will pay Mammoet at the Lease Rate for the entire Lease Period. Payment must be made, without any deduction, set off, settlement or withholding of any kind whatsoever to the bank account indicated by Mammoet, unless agreed otherwise between the Parties. Failure to make any payment when due is a material breach of an Agreement and will entitle Mammoet, at its sole option, to suspend or terminate the Agreement and the Work. Interest will accrue on accounts overdue by thirty (30) days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest applicable, compounding annually. In the event of payment default by Client, Mammoet will be entitled to recover, and Client agrees to pay, all costs and expenses (including full legal expenses, both in and out of court) incurred by Mammoet in respect of the collection of the amount due. Unless otherwise noted, the fees in an Agreement do not include any taxes, charges, fines and/or penalties levied by government and/or other authorities in respect of any in connection with the possession, operation, and use of the Equipment (with the exception of Mammoet's corporate and/or other income tax), changes in local laws, cost of protection, guarding and security of the Location of Use and/or police surveillance and/or private surveillance, and costs for any locally prescribed obligations in respect of and in connection with the operation and use of the Equipment. If and insofar as such costs, taxes, charges, fines and/or penalties have been charged to and/or paid by Mammoet, Client will reimburse Mammoet in full therefore.

## 4. AGREEMENT PRICE

4.1 The Agreement Price, unless otherwise stated in Special Terms and Conditions:

- (a) is only applicable to Work performed by Mammoet;
- (b) is subject to availability at the time acceptance and confirmation by Mammoet of an Agreement coming into force in regard to a Proposal;
- (c) does not include applicable value added, sales, use or other taxes;

- (d) is based on continuous operation with no delays or extensions caused by factors outside the control of Mammoet, including, for clarity, any Force Majeure Event;
- (e) is subject to the provisions set out in these General Terms and Conditions including, without limitation, paragraph 10 "Site Conditions";
- (f) does not include overtime rates, which will be charged on weekdays, for any hours worked before 8:00 a.m. or after 4:00 p.m., and after 8 hours worked in any day;
- (g) does not include overtime rates, which will apply to all hours worked on weekends and/or holidays; and
- (h) does not include charges for assembly/mobilization and disassembly/demobilization, which will be charged at Mammoet hourly rates. For Work quoted on an hourly basis:
  - (i) time will be charged for all travel, set-up, breakdown, and entry and exit from portal to portal; and

a daily minimum, depending on the type of Equipment, will be applicable. If the Work performance period is extended and/or if the Equipment is used and/or the Work is performed in excess of the normal working hours per day or per week, then the Agreement Price will be increased as determined by Mammoet in its sole discretion. If one or more elements of the Agreement Price, upon which Mammoet has no influence, becomes subject to an increase after the date of entering into the Agreement, even if this occurs due to foreseeable circumstances, Mammoet is entitled to a corresponding increase in the Agreement Price as determined by Mammoet at its sole discretion.

## 5. MAMMOET AND CLIENT REPRESENTATIONS AND WARRANTIES

5.1 Mammoet represents that it will:

- (a) provide Operators with experience operating and maintaining the Equipment;
- (b) provide Equipment with all necessary tools customarily associated with the Equipment and its operation but excluding any unusual or non-standard tools and equipment, extra parts, extra wire, rope, hoses, fuel, lubricants, or other supplies unless otherwise defined in proposal
- (c) deliver the Equipment in good operating condition, however, Mammoet's sole responsibility under the above will be, at its option, to either repair or suitably replace the Equipment within a commercially reasonable time, said obligation being contingent upon proper use of the Equipment by Client in accordance with the Agreement.

5.2 Client warrants and represents that it will:

- (a) provide safe ingress and egress for the Equipment and appropriate worksite clearance and access as necessary for Mammoet's performance of the Work, including but not limited to appropriate staging area for Equipment mobilization and demobilization;
- (b) determine set up location and provide plating, mats or a re-compacted work area as necessary;
- (c) not allow the Equipment to be operated by anyone but the Operator nor allow the Equipment to be removed from the Worksite;
- (d) at all times provide direction to and control of the Operator;
- (e) provide competent and qualified signal persons to direct Operators;
- (f) accept all Equipment and all persons operating such Equipment, including without limitation Client's employees, agents or independent contractors, under Client's exclusive jurisdiction, possession, supervision, and control;
- (g) be responsible for and supervise all rigging, hooking, unhooking, securing, supporting, or otherwise attaching any loads to be lifted, transported, or otherwise moved by the Equipment and Operator;
- (h) ensure the Equipment will be operated in a safe and lawful manner at all times, and in accordance with the manufacturer's operators manual, the Occupational Safety and Health Act of 1970, as amended ("OSHA"), all laws and regulations thereunder (particularly 29 C.F.R. Part 1926, subpart CC CRANES AND DERRICKS IN CONSTRUCTION and CFR 1910.18 – CRAWLER LOCAMOTIVE AND TRUCK CRANES), together with all applicable ANSI standards (including, but not limited to, the Standard Crane and Derrick Signals in accordance with ASME/ANSI B30.5-3.3 and ASME B30.5-2011) and MSHA as applicable to the Work;
- (i) provide overall jobsite safety and ensure a safe working environment for the Equipment and Operator that is fully in accordance with the required standards and fully meets the local regulatory requirements;
- (j) provide all permits, custom clearances, licenses and other permissions necessary, especially including—but not limited to—all permits, licenses and other permissions necessary for the operation and use of the Equipment, use of the Worksite and use of personnel;
- (k) if personnel are provided by Client to participate in, direct or assist in the completion of the Work, Client will ensure that the personnel it provides is fully qualified to discharge such role, and Client will be fully responsible for all acts and omissions of such personnel, whether in Client's employment or not; and
- (l) be solely responsible and liable for any loss of or damage to the Equipment unless caused by the sole negligence of Operator.

## 6. CHANGE AND VARIATION

No Change Request will be binding upon Mammoet unless accepted by Mammoet in writing. Mammoet will not be obliged to accept any Change Request. Mammoet will charge Client additionally for any and all amendments, additions and/or extensions to the Work as a result of a Change Request as determined in the sole discretion of Mammoet. Failing an agreement in writing between Client and Mammoet on the price in regard to a Change Request, Mammoet will

be entitled to continue to perform its obligations pursuant to the terms of the original Agreement, or the Client may terminate the Agreement pursuant to the terms set out in Section 12 herein.

## 7. INSURANCE

7.1 Mammoet maintains commercial general liability and standard automobile liability insurance with limits deemed appropriate by Mammoet. Client undertakes to insure, at its sole expense, against all risks, all property owned by the Client or third parties that are supported, transported, lifted, or otherwise moved as part of the Work, against any loss or damage sustained during the performance of the Work, for an amount equal to their value. In addition, Client will procure and have in place the following insurance coverages:

- primary non-contributory commercial general liability insurance on an occurrence basis, including bodily injury and property damage coverages with minimum limits of \$1,000,000 per occurrence and \$2,000,000, in the aggregate;
- Auto Liability Insurance with limits of not less than \$2,000,000 per occurrence;
- Workers Compensation as required by law and Employers Liability Insurance in an amount of at least \$2,000,000 per occurrence;
- Contractor's Pollution Liability Insurance in the amount of not less than \$2,000,000 per occurrence;
- excess/umbrella non-contributory insurance in the amount of at least \$4,000,000 and Client's primary and excess/umbrella policies must be endorsed so that they are primary and non-contributory to all of Mammoet's insurance policies and Mammoet's policies are excess to Client's policies;
- an appropriate form of all risk insurance, on a primary non-contributory basis, to cover the full insurable value of the Equipment, for its loss or damage from any and all causes, including, but not limited to, overloading, misuse, fire, theft, flood, explosion, overturn, accident, and acts of God occurring during the rental term.

7.2 All policies are to be written by insurance companies acceptable to Mammoet. Mammoet and all affiliated partnerships, joint ventures, corporations and anyone else who Mammoet is required to name as an additional insured, are to be included as additional insured on all liability insurance policies, including excess/umbrella policies. Client will name Mammoet as a Loss Payee on all insurance policies which will contain a waiver of subrogation in favour of Mammoet, and Client will provide all insurance certificates to Mammoet when requested Client understands that the waiver of subrogation will bind its insurers of all levels, and agrees to put these insurers on notice of this waiver and to have any necessary endorsements added to the insurance policies applicable to an Agreement. All policies will be endorsed to require the insurer to give thirty (30) days advance notice to all insureds prior to cancellation and all Mammoet's policies, and the policies of anyone Mammoet is required to insure are excess over all of Client's policies. In the event of loss, proceeds of all risk insurance on the Equipment will be made payable to Mammoet.

7.3 Client's agreement to accept any liability and to indemnify and hold Mammoet harmless from any liability, damage and loss are in addition to, and not an alternative to, these insurance provisions and the purchase of any of the above coverages will not operate to waive any of the above indemnity provisions. To the extent that Mammoet may perform under an Agreement without Client obtaining the above coverages, such an occurrence will not operate, in any way, as a waiver of Mammoet's right to maintain any breach of contract action against Client. Client will promptly notify the applicable insurance provider and Mammoet if Client receives a demand or a claim from a third party.

## 8. INDEMNITY

8.1 Client agrees to indemnify and save Mammoet, its employees and agents, harmless from all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to legal fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the negligence of client and the negligence of client's employees and/or agents and the breach of client's obligations under this agreement.

8.2 Client hereby undertakes to indemnify and save Mammoet harmless from any and all actions, suits, proceedings, costs, expenses, damages and liabilities including outside legal fees and costs of settlement arising out of, connected with, or resulting from any use of the equipment at the worksite or adjacent properties or in connection with the work. Without restricting the generality of the foregoing, this waiver and indemnity applies to all property including but not limited to roadways, parking lots, lawns, grass, sidewalks, driveways, sprinkler systems, culverts, curbs, sewers, water, hydro or gas lines, hidden services or underground structures, trees, bushes, gardens or any other items. This also includes property access from public roadways.

8.3 Client agrees to indemnify Mammoet and hold it harmless from any liability for physical damage or bodily injury either caused by or sustained by objects owned by client or third parties that are transported or lifted during performance of the work, and to defend Mammoet against any legal action including, but not limited to, any suit seeking damages on account of pollution resulting from spill, discharge, emission or dispersal of any solid or liquid or gaseous substance into the atmosphere, water, ground, water mains, drainage systems or any other place, and Client will pay any and all legal, clean up, environmental remediation or other costs resulting from such occurrences.

8.4 The waivers and indemnities by Client hereunder in favour of Mammoet shall survive the expiration of the contract. Client's duty to indemnify hereunder will include all costs and expenses arising out of all claims specified herein. Client's obligations hereunder will not be limited by the amount of any insurance that may be available to Client.

## 9. LIMITATION OF LIABILITY

Client hereby releases Mammoet from any liability and agrees to defend, indemnify and hold Mammoet harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to legal fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the work, excepting liability arising from the sole negligence of Mammoet. It is further agreed that to the extent caused by Mammoet the total amount of all claims against Mammoet under an agreement, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be limited to the total agreement price paid or payable to Mammoet. Notwithstanding the provisions of any applicable laws in regard to limitation periods, no claim may be brought against Mammoet by client following the passage of one (1) year following the performance of the work. Under no circumstance will Mammoet have any liability whatsoever for any indirect, incidental, special or consequential loss, injury or damage sustained by the Client or any other person whatsoever, including but not limited to claims for loss of use, loss of profits and/or loss of markets, however caused, even if Mammoet had previously been advised or made aware of the possibility of these damages. For the purposes of this Section 9, claims of Client's clients, contractors, subcontractors, subsidiaries, parent, member, affiliated and associated companies including its and their respective employees, officers, directors, agents, and representatives will be deemed claims of client and Client will indemnify Mammoet accordingly.

## 10. SITE CONDITIONS

Client will be responsible for identifying any unusual Worksite and surrounding area conditions such as but not limited to, hidden services and underground structures that could be damaged during the course of the Work. Client guarantees the strength of the ground, pavement, soil, and any structure on the Worksite and in the area, to withstand the ground bearing pressures of Mammoet Equipment. All power lines in the work area will be identified by Client prior to the Work beginning. Client guarantees neither the Equipment nor any persons in or around such Equipment will be exposed to the danger of energized power lines.

## 11. WEIGHTS AND DIMENSIONS

Client specifically acknowledges and agrees that it is responsible for providing the weight and dimensions of any objects to be lifted and/or moved by Mammoet and guarantees that the weights and dimensions given to Mammoet, and its employees, whether for estimating, dispatching, sales or operating personnel will be true and accurate and accepts all responsibility and liability for any actions and operations performed by Mammoet, its employees, operators or sub rental operators based on the weights and dimensions provided by the Client. Where supplied by Client, Client will be responsible for the adequacy of design and strength of any lifting lug or devise which is part of, or attached to any object, and for any and all rigging and lifting apparatus failures or defects, including without limitation the negligent use or negligent supervision of use by Client of rigging or lifting apparatus. All rigging equipment provided by Client must be inspected by Client to ensure that it is undamaged and in good condition and is within the manufacturer's recommendations and load limitations. Any rigging assistance or material provided, including but not limited to chokers, shackles, slings, fittings or any other rigging equipment that may be loaned to Client by Mammoet will be used and accepted by Client at its sole risk and responsibility. Client will accept all risk and be responsible to pay for any damage or injury caused by improper or failed rigging provided by Client or loaned to Client, including without limitation damage to Mammoet or any sub rental personnel, property, rigging or equipment.

## 12. SUSPENSION AND TERMINATION

12.1 Mammoet may suspend its performance, or part thereof, under an Agreement if the Client has not fulfilled all of its obligations under an Agreement in a timely manner, or has ceased to fulfill all of its obligations under an Agreement, including payment of any amount due and supplying of such advance payment and/or security as requested by Mammoet, and/or otherwise if an Event of Default exists or is anticipated by Mammoet to come into existence, acting reasonably. In the event an Event of Default arises, Mammoet will be entitled to enter, with or without legal process, any premises where the Equipment is located and take possession thereof. Client will provide Mammoet with unobstructed ingress and egress for such purpose. Furthermore, Client will immediately pay to Mammoet the Agreement Price, any amounts payable to Mammoet, all costs of removal and repossession of the Equipment, and all mobilization and demobilization costs. Client will also pay Mammoet all costs incurred by Mammoet, including court costs and legal fees, in connection with any efforts to collect any unpaid amounts due from Client. In addition to the rights set forth herein, Mammoet will be entitled to exercise all other rights and remedies under applicable law and/or equity. The remedies provided for herein will not be deemed exclusive, but will be cumulative, and the exercise of any one such remedy will not prevent Mammoet from also exercising any and all other remedies available to it in these General Terms and Conditions, in an Agreement or otherwise at law or in equity.

12.2 In case of suspension of the performance by Mammoet in accordance with this section, the Agreement Price will, for the period of suspension and/or for delays and extensions due to the suspension, be increased in proportion to the period of time of the suspension as determined by Mammoet at its sole discretion. Mammoet will be entitled to cancel and/or terminate an Agreement with immediate effect, without having to take the matter to court or arbitration, and without being obliged to pay any compensation to the Client, if there exists an Event of Default or an Event of Default is anticipated by Mammoet to come into existence, acting reasonably. Client will not be entitled to terminate an Agreement unless the commencement or continuation of the performance by Mammoet is delayed, due to circumstances for which Mammoet is responsible, for a period greater than sixty (60) days (a "Mammoet Delay"). Either Mammoet or the Client may terminate an Agreement in the event of a permanent Force Majeure Event or a temporary Force Majeure Event that lasts for a period greater than sixty (60) consecutive days. Such notice may only be given after the Force Majeure Event has continued for at least sixty (60) consecutive days. In the event that the Client cancels or terminates an Agreement for any reason, but for a Force Majeure Event or a Mammoet Delay, Client will be fully liable to Mammoet for the Agreement Price, any amounts otherwise payable to Mammoet, and any other costs incurred by Mammoet in regard to such termination including, without limitation, mobilization and demobilization costs. In the event that either Mammoet or Client terminate an Agreement by reason of a Force Majeure Event or the Client terminates an Agreement by reason of a Mammoet Delay, then the Client will be required to pay Mammoet for the price of the services provided to Client up to the date of the termination of the Agreement plus any associated costs incurred by Mammoet including, without limitation, costs arising from such delay and mobilization and demobilization costs.

### 13. SUSPENSION BY MAMMOET FOR SAFETY

Mammoet's Equipment and personnel will at all times be operated in accordance with the applicable occupational health and safety laws and regulations, with Mammoet's own health and safety guidelines and policies, and within the manufactures' lift charts and operating manuals. Mammoet reserves the right to suspend the use or operation of any of the Equipment if the Operator or any other Mammoet personnel judges at its sole discretion that it is appropriate to do so for any reasons of safety of persons or for the protection of the Equipment or property, and in no event will the Client be entitled to claim damages as against Mammoet or any other person in regards to any losses arising due to such suspension.

### 14. DELAY

In the event that the commencement or continuation of the Work, or the returning of the Equipment to Mammoet, is delayed due to circumstances or reasons for which Mammoet is not responsible, including, without limitation, by reason of a Force Majeure Event, the Agreement Price will be increased as determined by Mammoet at its sole discretion, acting reasonably. Furthermore, in the event that the commencement or continuation of the Work, or the returning of the Equipment to Mammoet, is delayed due to circumstances or reasons for which Mammoet is not responsible, including, without limitation, by reason of a Force Majeure Event, Client will pay Mammoet a delay charge to be set out in each Agreement and which Client acknowledges and agrees will be a genuine pre-estimate of damages for the delay. In the event that the starting or continuation of the Work is delayed by reason of a Mammoet Delay, the Client will have no other remedy than termination of the Agreement in accordance with Section 12 of these General Terms and Conditions, unless specific delay compensation has been agreed upon in writing between Client and Mammoet.

### 15. FORCE MAJEURE

A "Force Majeure Event" will constitute circumstances, conditions and/or events, which are beyond the control of either Mammoet or Client, occurring in the absence of any fault of negligence of either Mammoet or Client and which cannot be avoided or prevented through the adoption of reasonable measures, which temporarily or permanently prevent the performance of any obligation (with the exception of payment obligations) under an Agreement, such as strikes and labour disturbances, mutinies, quarantines, epidemics, wars (whether declared or undeclared), acts of terrorism, blockades, embargo's, riots, civil disturbances, civil wars, civil conflicts, fires, storms and/or other weather conditions and/or other acts of nature. In the event that the performance of obligations under an Agreement is temporarily prevented due to a Force Majeure Event, except as otherwise set out in this Section 15, the Force Majeure Event, at the election of Mammoet, will only have the effect of deferring the performance of those obligations (excluding any payment obligations), or will serve as an excuse for terminating the Agreement at the sole election of Mammoet. The Client will be required to pay Mammoet for the price of the services provided to Client during the Force Majeure Event including, without limitation, mobilization and demobilization costs. In the event that the performance of obligations under an Agreement is permanently prevented due to a Force Majeure Event, or is temporarily prevented due to a Force Majeure Event for a period that lasts greater than sixty (60) consecutive days, then Mammoet will be entitled to terminate the Agreement in accordance with the provisions set out in this Section 15 or Section 12 of these General Terms and Conditions without further remedy and releases Mammoet from any pecuniary liability for such delay.

### 16. INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights to drawings, technical specifications, designs, calculations, models, etc. which have been produced by Mammoet and have been provided to Client, will at all times remain vested in and owned by Mammoet. These documents will not be copied, displayed or provided to third parties without the prior written express approval of Mammoet.

Any document produced by Mammoet in relation to an Agreement or Work is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Mammoet, which may be withheld at Mammoet's discretion. Any such consent will provide no greater rights to the third party than those held by Client under these General Terms and Conditions and will only be authorized pursuant to the conditions of a separate letter issued by Mammoet.

### 17. MISCELLANEOUS

17.1 In the event an Agreement has been executed by an individual on behalf of a corporation or other business entity, the person whose signature is affixed on the Agreement and the company for which the individual has signed an Agreement represent to Mammoet that the individual signing has full authority to execute an Agreement on behalf of said corporation or other business entity. An Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered will be deemed an original, but all such counterparts will together constitute one and the same instrument. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of an executed copy of this Agreement by facsimile or electronic transmission constitutes valid and effective delivery.

17.2 Neither party is entitled to assign and/or transfer any of its rights and/or obligations under the Agreement to any party without the written consent of the other party. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter thereof and supersedes all prior negotiations, representations or agreements related to this Agreement, either written or oral. None of the terms and conditions of the Agreement will be considered to be waived by either Mammoet or the Client unless a waiver is given in writing by one Party to the other. No failure of the part of either Party to enforce any of the terms and conditions of this Agreement will constitute a waiver of such terms. No amendments to the Agreement will be effective unless evidenced in writing and signed by both Parties to this Agreement. Neither Party is entitled to assign and/or transfer any of its rights and/or obligations under the Agreement to any third party.

17.3 Any required notices will be delivered personally or by certified mail (postage prepaid) to the addresses indicated in the Proposal. All notices will be deemed received when actually received or five (5) workdays after being properly posted and deposited, whichever first occurs.

17.4 Termination of this Agreement will not release the Parties from obligations which expressly or by their nature survive or extend beyond this Agreement, termination thereof. Without limiting the generality of the foregoing, all indemnity, warranty and confidentiality provision contained in this Agreement will survive termination of the Agreement.

17.5 Nothing in any Agreement, and nothing in the relationship between Mammoet and Client, constitutes or will constitute an employment relationship between such party and the employees, contractors or agents of the other party.

17.6 All agreements to which these terms and conditions apply, and all further agreements that arise from them, will be governed and interpreted exclusively by the laws in force in the location of the invoicing office of Mammoet. If requested in writing by Mammoet, the Parties will in good faith attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator will be a competent, qualified, and neutral third party appointed by Mammoet and the Parties will equally share the cost of the mediator. All disputes that arise in connection with this Agreement, or further agreements that arise from it, will, if Mammoet does not elect to attempt to have the matter resolved by mediation, be brought before a court of competent jurisdiction in the location of the invoicing office of Mammoet to the exclusion of other courts.