



SPECIAL TERMS & CONDITIONS (UK)

Heavy Lift / Heavy Transport (Rental) Services – May 2022

PART I - APPLICABILITY AND INTERPRETATION

These *Special Terms & Conditions (UK) Heavy Lift / Heavy Transport (Rental) Services – May 2022* ('**Special Terms**') are complementary to and shall be interpreted and construed as complementary to the *General Terms & Conditions (UK) Heavy Lift / Heavy Transport (Rental) Services – May 2022* ('**General Terms**'). These Special Terms shall form an integral part of the Agreement between Contractor and Company regarding Services and/or Rental Services. Company expressly waives applicability of any other (special) terms and conditions used by and/or referred to by Company in relation to the (Rental) Services. In case of any discrepancy, ambiguity, inconsistency or conflict between these Special Terms and the General Terms, these Special Terms shall take precedence.

PART II – SPECIAL TERMS

<p>Disputes</p> <p><i>General Terms - clauses 9.2.1 and 9.2.2</i></p>	<p>Referenced clause be replaced entirely by the following wording:</p> <p>9.2.1 A Party may notify the other Party in writing that a Dispute has arisen. The Parties will, in the first instance, attempt to resolve the Dispute by entering into good faith negotiations. If, within thirty (30) days from the date of notification, the Parties do not reach agreement on the resolution of the dispute, each Party may refer such dispute to arbitration as set out in clause 9.2.2.</p> <p>9.2.2 All disputes arising from or in connection with the Agreement which are not resolved by means of good faith negotiations in accordance with article 9.2.1, will, to the exclusion of other courts, exclusively be submitted to the English Courts.</p> <p>Without prejudice to the provisions of the preceding paragraph, Disputes arising from or in connection with the Agreement which are not resolved by means of good faith negotiations in accordance with Article 9.2.1 and which exceed a total amount of EUR 100,000 will be finally settled in accordance with the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with those Rules. The seat, or legal venue, of the arbitration shall be in London, England. The arbitration proceedings shall be conducted in the English language.</p>
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