

ARTIKEL 1 – Definitions

- 1.1. In these terms and conditions, “lessor” means: ABIRD Industrial Rental Services having registered office at Rotterdam and principal place of business at Rotterdam (Botlek), and Vlissingen.
- 1.2. In these terms and conditions, “hirer” means: the natural person, legal entity or joint venture that has entered into a rental agreement with respect to goods owned by the lessor and is in negotiations with the lessor to that end.
- 1.3. In these terms and conditions, “parties” means the lessor and hirer.
- 1.4. In the event of differences in interpretation or any disagreements whatsoever about the interpretation of the general conditions or agreement translated from Dutch, the Dutch interpretation of the text shall be considered applicable.
- 1.5. The parties may not deviate from the provisions in paragraph 4; any clause in violation of this shall be void.

ARTIKEL 2 – Applicability

- 2.1. These general terms and conditions apply to all offers and rental agreements of the lessor.
- 2.2. Notification of these terms and conditions may take the form of their mention on the front or reverse of company stationery, an offer, order confirmation, invoice or the Internet.
- 2.3. Stipulations that deviate from or supplement these terms and conditions shall only be binding if they have been agreed upon in writing, and shall only apply on a case-by-case basis.
- 2.4. The applicability of any general conditions applied by the hirer is hereby expressly rejected.
- 2.5. In the event that these terms and conditions are also prepared in a language other than Dutch, the Dutch text shall always prevail in the event of any discrepancies.
- 2.6. Should any provision of the agreement and/or these terms and conditions be capable of being annulled or be null and void, this shall not affect the validity of the rest of the agreement and/or these terms and conditions. In this case, in place of being annulled or void part, that which, in a legally permissible manner, is the closest to what the parties would have agreed had they been aware of the nullity of voidability shall be deemed to have been agreed.
- 2.7. If the lessor does not, in given circumstances, require strict compliance with these terms and conditions, this shall not mean that these terms and conditions do not apply or that the lessor loses its right to require strict compliance with these terms and conditions in future situations, similar or otherwise.

ARTIKEL 3 – Offers

- 3.1. Any offer made by the lessor may be withdrawn, even if the offer in question sets a period for acceptance.
- 3.2. All offers, quotations, cost budgets, etc. of the lessor, given both separately and in pricelists, verbally, in writing, by telephone, by fax, on the Internet, by email or other manner, are entirely without obligation and may therefore be withdrawn by the lessor, even immediately after the hirer has accepted them.
- 3.3. All information and/or specifications given in an offer or similar are always approximate and are only binding upon the lessor if this expressly confirmed, in writing, in those words.
- 3.4. In an offer or similar by the lessor is not accepted by the hirer and confirmed by the lessor, in writing, within 14 days or the period indicated, or a written rental agreement is not signed by both parties, the offer shall expire.

ARTIKEL 4 – Agreements

- 4.1. A rental agreement shall be established between the parties at the moment that an offer or similar is accepted by the hirer, in writing and in timely manner, and confirmed by the lessor, in writing, or at the moment that a written rental agreement is signed between the parties or at the moment at which the lessor makes the rented goods available to the hirer.
- 4.2. Any additional agreements or changes subsequently made shall only be binding upon the lessor if it has expressly confirmed this in writing.
- 4.3. Agreements with persons that do not have due authority to represent the lessor or other persons or intermediaries of the lessor shall not be binding upon the lessor unless confirmed in writing, by the lessor's management.

- 4.4. The lessor's order confirmation shall be deemed to fully and accurately reflect the rental agreement, in the absence of any immediate indication to the contrary by fax.
- 4.5. The lessor shall not be liable for misunderstandings, delays or the imperfect transmission of data and communications as a consequence of the use any means of communication between the lessor and hirer, or between the lessor and third parties, insofar as these relate to the relations between the lessor and hirer, unless the lessor has acted with intent or gross negligence.
- 4.6. If the lessor concludes an agreement with two or more persons or legal entities, each of these persons or legal entities shall be jointly and severally liable for the performance of their obligations to the lessor arising from the rental agreement.
- 4.7. The lessor is entitled to engage the services of third parties in the performance of the rental agreement concluded with the hirer.
- 4.8. The lessor reserves the right to dissolve the rental agreement, wholly or in part and without judicial intervention if prejudgment or executory attachment is levied against the hirer, if the hirer applies for a (provisional) moratorium on payments, if a petition is made for the hirer's bankruptcy or if the hirer declares himself bankrupt, if the hirer applies for the statutory debt rescheduling arrangement or if the hirer dies. If the rental agreement is dissolved by the lessor for one of the above reasons, the hirer will automatically owe the lessor a penalty which is not open to mitigation of EUR 250, as compensation for the internal costs incurred and loss of profits. Moreover the hirer will compensate all other costs incurred by the lessor in preparing for the services it was to render, as well as all other damages suffered by the lessor. Insofar as the lessor (on one of the above grounds) dissolves the rental agreement concluded between the parties, it shall not be obliged to pay any compensation to the hirer for any reason whatsoever.
- 4.9. All risk in respect of the hired goods shall be for the hirer for the duration of the hire period.
- 4.10. The lessor will record personal and/or commercial data relating to the hirer. The hirer gives permission to the lessor to disclose to third parties any data from which parties other than the lessor may benefit or of which they may need to be aware in connection with the order to be executed or for sake of good customer relations.

ARTIKEL 5 – Delivery terms

- 5.1. Due to the nature of his business and his products, the lessor is to a large extent dependent on performances by third parties (such as suppliers, carriers, other hirers and bodies), which means that the lessor cannot guarantee that the hired goods can be made fully available to it, in a timely manner.
- 5.2. The delivery terms given by the lessor are based as far as possible on the circumstances prevailing at the time the rental agreement is concluded. However, they are not, under any circumstances, binding or firm dates.
- 5.3. This exceeding by the lessor of delivery terms indicated shall not entitle the hirer to dissolve the rental agreement, unless the lessor is in default for more than 30 days, after being sent notice of default. The lessor shall not, under any circumstances, owe compensation.
- 5.4. If the lessor cannot make the hired goods available to the hirer in a timely fashion, the hirer shall not owe any rental until the time at which the hired goods are made available to him.

ARTIKEL 6 – Making the hired goods available

- 6.1. Unless expressly agreed otherwise, in writing, the hired goods are hired from the warehouse of the lessor's branch at which they were ordered by the hirer, or from the warehouse of a branch to be specified by the lessor, at the lessor's (sole) discretion. Risk shall pass to the hirer as soon as the hired goods leave the lessor's warehouse or as soon as the hired goods have been set aside for the hirer and the hirer has been informed that the hired goods are available for him. The transport risk shall be borne by the hirer.
- 6.2. Before the hired goods are made available to the hirer, the lessor will draw up a delivery report on the condition of the hired goods. The delivery report will be signed by the lessor and hirer. After signature of the delivery report, the hirer may not invoke non-conformity in respect of the hired goods.
- 6.3. The hires will take receipt of the hired goods as soon as they are offered by the lessor. If the hirer does not fulfil this

obligation, the lessor, without prejudice to its authority to demand fulfilment, may dissolve the rental agreement, in which case the hirer shall automatically owe the lessor a penalty, which shall not be open to mitigation, of EUR 250, by way of compensation for internal costs incurred. Moreover, the hirer will compensate all other costs incurred by the lessor in preparing for the services it was to render, as well as all other damages suffered by the lessor. Insofar as the lessor dissolves the rental agreement concluded between the parties, it shall not be obliged to pay any compensation to the hirer for any reason whatsoever.

ARTIKEL 7 – Prices

- 7.1. Unless something else has been agreed in writing, the agreed rentals shall be based on the weekly prices of at most forty (40) operating hours a week, proceeding on the basis of 5 working days of 8 hours.
- 7.2. The agreed rental is exclusive of V.A.T.
- 7.3. If the maximum number of operating hours is exceeded in a given week ("additional hours"), unless something else has been agreed in writing, the hirer will be required to pay the lessor a surcharge of: - maximal 70% of the agreed rentalprice per week for generators and welding sets; and - maximal 100% of the agreed rentalprice per week for compressors and other articles.
- 7.4. If the hirer also uses the hired goods on Saturday and/or Sundays, for each day the hirer will be required to pay a surcharge of 1/5 of the agreed weekly rental.
- 7.5. Unless agreed otherwise in writing, the rental does not include any transport costs, shipping costs and all other costs incurred in connection with the delivery or the hired goods, including insurance costs, fuel, oil, etc.
- 7.6. The agreed rental is based on the cost-price determining factors at the time of the offer. The lessor reserves the right to pass on to the hirer, up to a maximum of 25% of the agreed prices, any changes in cost-price determining factors occurring after the date of the offer or order confirmation over which the lessor cannot reasonably exert any influence, such as an increase in excise, social security contributions, insurance payments, toll charges, shipment/transport costs or V.A.T.
- 7.7. The costs of additions and/or changes to the agreement will be borne by the hirer.

ARTIKEL 8 – Payment

- 8.1. The rental is incurred for the duration of the rental agreement and will be payable either weekly or monthly, such at the lessor's discretion.
- 8.2. If an invoice is sent, the payment terms shall be eight (8) days after the invoice date. Varying payment arrangements shall only be valid if agreed upon in writing. The hirer must report complaints in writing within eight days after the invoice date.
- 8.3. The lessor will not suspend payment of rental owed to the lessor.
- 8.4. The hirer will not offset rental payments due.
- 8.5. All payments will be made at the lessor's offices or to a bank or giro account specified by the lessor.
- 8.6. Payments will be made in the currency in which the prices are expressed by the lessor in writing. Unless stated otherwise, that currency is euros.
- 8.7. Payments made by the hirer shall in the first instance be used to pay the delay interest and judicial and extrajudicial collection costs owed by him and will then go to reduce the oldest outstanding rental claim, even if the hirer advises that the payment relates to a later claim or another item.
- 8.8. The hirer shall be in default, without any notice of default being required, due to the mere expiry of the payment term. If the lessor has reasonable grounds to doubt that the hirer will honour his obligations promptly, the lessor's claims will be due and payable immediately, regardless of any agreed payment term.
- 8.9. For the duration of his default, the hirer will owe delay interest of 1.5% per month or part thereof on the rental instalments. At the end of each one-year period, the amount on which the delay interest is calculated will be increased by the interest due for that year.
- 8.10. In the event of extrajudicial collection measures, in addition to the principal and delay interest the hirer will be required to pay the collection costs actually incurred by the lessor.
- 8.11. If the hirer is in default on any payment, the lessor may suspend its performances and may also dissolve the agreement without

judicial intervention. In the latter case, the hirer will automatically owe the lessor a penalty which is not open to mitigation of EUR 250, as compensation for the internal costs incurred. Moreover, the hirer will compensate all other costs incurred by the lessor in preparing for the services it was to render, as well as all other damages suffered by the lessor.

ARTIKEL 9 – Furnishing of security

- 9.1. Before proceeding with the performance of the rental agreement, the lessor may always and without stating reasons require the hirer to furnish sufficient security for the fulfilment of his payment commitments, for instance by paying a deposit or providing a bank bond.
- 9.2. The hirer will provide the requested security within the required period. The hirer shall be in default when the aforesaid period elapses, without a notice of default being required. Before security is furnished and if the hirer is in default with regard to the provision of security, the lessor may suspend its performances and may also dissolve the agreement without judicial intervention. In the latter case, the hirer will automatically owe the lessor a penalty which is not open to mitigation of EUR 250, as compensation for the internal costs incurred. Moreover, the hirer must then compensate all other costs incurred by the lessor in preparing for the services it was to render, as well as all other damages suffered by the lessor. Insofar as the lessor (on one of the above grounds) dissolves the rental agreement concluded between the parties, it shall not be obliged to pay any compensation to the hirer for any reason whatsoever.
- 9.3. Insofar as the security provided by the hirer is called upon by the lessor, the lessor may again require the hirer to provide sufficient security for the honouring of his payment commitments.

ARTIKEL 10 – Purpose and use

- 10.1. The hirer will use the hired objects with the due care of a responsible hirer and will only use them for a purpose for which they are suited by their nature.
- 10.2. The hirer will use the hired goods in accordance with directions and/or instructions from the lessor and/or user instructions etc. The hirer shall be liable for all damages caused by failure to observe or comply, wholly or in part, with those directions and/or instructions from the lessor and/or user instructions etc.

ARTIKEL 11 – Title and condition of hired goods/inspection

- 11.1. The hired goods are and shall remain the property of the lessor. Therefore, the hirer is not authorized to sell, pledge or otherwise encumber the hired goods.
- 11.2. The hirer may not, without the lessor's prior, written consent, allow the hired goods to be used wholly or in part by third parties or subhire them out to third parties. If the hirer contravenes the above obligation, he shall incur a penalty of EUR 250 per day or part thereof that the contravention persists, without prejudice to the lessor's right to demand fulfilment or dissolution on account of attributable failure to perform, and to claim compensation.
- 11.3. The hirer is not at liberty to change the nature, purpose, composition or design of the hired goods. Nor is the hirer authorized to add things to or remove them from the hired goods, or to make any changes to the hired goods without the lessor's prior, written permission. The lessor may attach conditions to the granting of permission. Everything that is assembled on the hired goods or done to them in another manner by or on the instructions of the hirer after obtaining such permission shall as a result become the lessor's property. The hirer may not then dismantle them without the lessor's prior, written permission.
- 11.4. Insofar as the law permits, the parties hereby preclude the lessor owing the hirer any compensation in respect of things added or changes made to the hired goods with the lessor's permission.

ARTIKEL 12 – Third-party clause

- 12.1. The hirer of the hired equipment declares that he is aware and in so far as necessary agrees that the ownership of the hired goods may be (become) vested in a third party or that the hired goods may be (or become) pledged to a third party, as security

- for the payment of any claim that this third party has or should at any time get on the lessor on the strength of rental agreements and/or financial lease agreements or for any reason whatsoever.
- 12.2. In spite of the existence of the present rental agreement the hirer shall surrender the hired goods to the third party on first demand, without the hirer being able to rely on any right of retention, if and as soon as the third party, as owner or pledgee, will claim surrender of the hired goods on the strength of non-fulfilment of the obligations of the lessor in respect of the third party. As a result of this claim the present rental agreement shall be dissolved automatically with immediate effect. Surrender as mentioned above must be made at the office of the third party or in a location designated by that third party.
- 12.3. If the third party is owner of the hired equipment (or has acquired the ownership as former pledgee) and the third party should wish to continue the present rental agreement, the hirer shall be obliged on first demand of the third party to conclude a rental agreement with the third party for the remainder of the term of the present rental agreement and on the same conditions.
- 12.4. In so far as the present rental agreement is created earlier than the above-mentioned rental agreement and/or financial lease agreement between the lessor and the third party as owner, the effect of section 7:226 of the Civil Code shall be excluded among the parties. In that case the present rental agreement between the lessor and the hirer shall remain in force also after sale of the hired goods by the lessor to the third party, followed by the above-mentioned rental agreement and/or financial lease agreement between the lessor and the third party..
- 12.5. The third-party clause included above in the paragraphs 1 through 4 may not be revoked either by the hirer or by the lessor.

ARTIKEL 13 – Hirer's obligations

- 13.1. The hirer shall be obliged to see to the daily and periodical maintenance of the hired goods, including but not limited to:
- filling up with fuel;
 - daily checks of and, if necessary, topping up with lubricant;
 - daily checks of and, if necessary, topping up with compressor oil;
 - daily checks of and, if necessary, topping up with cooling water;
 - daily checks of and, if necessary, topping up with distilled battery water,
 - daily checks and cleaning of coolers necessitated by external conditions;
 - daily checks of fan belts and tightening the belts if necessary;
 - checking and, if necessary, adjusting the pressure of pneumatic tyres;
 - checking whether compressor water separator draw-off taps are open or jammed;
 - replacing the lubricant at least once every 400 hours;
 - carrying out any necessary minor repairs, such as bleeding and starting up;
 - for cold-water machines, maintaining the level of clean water and a clean environment;
 - visual inspection of the general state of the hired goods.
- 13.2. The hirer is liable for the damages suffered by the lessor as a consequence of failure to observe the above maintenance requirements or other routine/daily maintenance requirements.
- 13.3. The hirer is obliged to insure the hired goods with a reputable insurance company against all insurable damage and to maintain such insurance until the goods are returned to the lessor. The hirer's rights vis-à-vis the insurer under this contract of insurance are transferred by the hirer to the lessor in anticipation, by way of an assignment; the hirer further undertakes to present the policy to the lessor upon receipt of the same and is obliged, at the lessor's first request, to submit all receipts for premiums to the lessor for inspection.
- 13.4. In the event of the alienation, theft or misappropriation of the hired goods, the hirer is obliged to report this as soon as possible and to then immediately remit a photocopy of the report to the lessor. Payment of the rental shall continue until the date of receipt of the compensation by the hirer from his insurance company and payment of same to the lessor.
- 13.5. Unless the lessor has first given its written permission to this effect, the hirer may not use the hired goods on the sea, on vehicles and/or outside the Netherlands. If the hirer contravenes

the above obligation, he shall incur a penalty of EUR 250 per day or part thereof that the contravention persists, without prejudice to the lessor's right to demand fulfilment or dissolution on account of attributable failure to perform, and to claim compensation.

- 13.6. The hirer undertakes to inform the lessor immediately of any (prejudgement or executory) attachment of his movable or immovable property or of the hired goods or part thereof, of an application for a (provisional) moratorium on payments, if a petition is made for the hirer's bankruptcy or the hirer's bankruptcy is registered, or of an application for the statutory debt rescheduling arrangement, and also to immediately allow the bailiff levying attachment, the trustee or receiver or the administrator to inspect the rental agreement.

ARTIKEL 14 – Faults

- 14.1. The hirer shall notify the lessor of faults without delay, but in any event within two (2) working days, quoting the reference number of the equipment and giving details of the fault and the location of the hired goods.
- 14.2. Once a fault has occurred, the hirer will not continue to use the hired goods unless the lessor has given its written permission to do so.
- 14.3. The hirer will ensure that the hired goods are accessible. Within the Netherlands, the machine in question will be repaired on site by the lessor or on the lessor's behalf, if possible, or replaced with other materials; if and insofar as the hired goods are located on the sea, on vehicles and/or outside the Netherlands, the hirer shall arrange for the hired goods to be repaired at his expense, by the lessor or a third party to be designated by the lessor. Insofar as necessary, the hirer shall also arrange for the replacement of the hired goods, at his expense.
- 14.4. In the case of faults that persist for more than one day after the hirer as reported them to the lessor in accordance with the provisions of paragraph 1 of this clause, and the lessor has knowledge of such report, as a result of which the hired goods cannot be used by the hirer, for the period during which he is unable to use the hired goods the hirer shall not owe any rental.
- 14.5. The lessor shall determine whether or not the hired goods can be used.
- 14.6. If faults have been caused to the hired goods by damage to and/or improper and/or incompetent use of the hired goods, or by failure to honour the hirer's obligations as set forth in clause 10.2 and/or 13.1 above, the provisions of paragraph 4 of this clause shall not apply.
- 14.7. Damage to the hired goods, other than that caused by normal wear and tear in normal use, shall be for the hirer's account. Moreover, in this case the costs of replacement/repair of the damaged, missing or broken parts shall be borne by the hirer. Payment of the rental shall continue until the date of receipt of the compensation by the hirer from his insurance company and payment of same to the lessor.

ARTIKEL 15 – Checks

- 15.1. The lessor has the right at all times to perform or cause to be performed checks of the maintenance and state of repair of the hired goods. To this end, it is entitled to enter the hirer's premises.

ARTIKEL 16 – Termination

- 16.1. If the rental agreement has been entered into for a specified period, it may only be terminated early by the lessor, in writing, subject to 2 days' notice.
- 16.2. If the rental agreement has been entered into for an indefinite period, it may be terminated by either party, by registered letter with effect from the first day of a calendar month, subject to at least 2 days' notice.

ARTIKEL 17 – Return after the end of the hire agreement

- 17.1. Unless agreed otherwise, in writing, the hirer will return the hired goods to the lessor in a clean and - aside from normal wear and tear of the hired goods as a result of use with the due care of a prudent hirer - in their original state, by making the hired goods available to the lessor at the warehouse of the lessor's branch at which the lessor made the hired goods available to the hirer,

- during that branch's normal opening hours and no later than on the day on which the rental agreement ends as a result of the agreed rental period elapsing or otherwise.
- 17.2. Furthermore, the hirer shall return to the lessor, in the manner and at the time as described in clause 17.1., the parts of the hired goods that may have become separated from the goods, including as a result of maintenance undertaken by the hirer.
- 17.3. If the hirer does not make the hired goods available at the appropriate place and on the appropriate date, he shall be in default without any notice of default being required. In that case, the hirer shall incur a penalty of EUR 250,- for each day or part thereof that he fails to make the hired goods available to the lessor at the appropriate place and, in addition, he will compensate all damages suffered by the lessor. Furthermore, in that event the lessor shall be entitled, and is hereby expressly authorized by the hirer, to enter the place at which the hired goods are located in order to retake possession of the hired goods. The costs thus incurred shall be borne by the hirer.
- 17.4. If it becomes apparent, after the hired goods have been returned, that they are damaged and/or have not been cleaned, the hirer shall be liable for all damage suffered by the lessor as a result, both at that time and in future.

ARTIKEL 18 – Liability

- 18.1. In the event of failures to perform occurring within a legal relationship to which these general terms and conditions apply the lessor shall not, except in the case of intent or gross negligence, be liable for trading loss, property damage, personal injury or any other form of damages that may be caused to the hirer or third parties, either directly or indirectly. At the most, the lessor shall be obliged to remedy the faulty performance and/or remedy errors it has made by rendering a new performance or, if that is not possible, to refund the amount paid.
- 20.2. longer
- 20.3.) reasonably require the lessor to perform the rental agreement.
- 20.4. Force majeure on the part of the lessor shall in any event mean: industrial action, absence through illness of the lessor, transport difficulties, fire, government measures, interruptions to the lessor's operations, problems with auxiliary persons, interruptions or impediments beyond the lessor's control that render performance of the agreement more expensive and/or more difficult, such as storm damage and/or other natural disasters, as well as breach of contract ("attributable failure to perform") by other hirers of the lessor or auxiliary persons of the lessor or by suppliers, as a result of which the lessor cannot or can no longer honour its obligations to the hirer, or at least not in timely manner.
- 20.5. If a situation of force majeure occurs, the lessor may suspend the performance of the rental agreement or definitively dissolve the agreement; the hirer may do likewise, but only once the lessor has not honoured its obligations 30 days after being sent written notice of default. The lessor shall not owe any compensation in the event of dissolution in the event of force majeure.
- 20.6. The lessor may demand payment for the performances rendered in execution of the agreement in question before the circumstance that constitutes force majeure occurred.
- 20.7. The lessor may also invoke force majeure if the circumstance that constitutes force majeure occurs after its performance should have been rendered.

ARTIKEL 21 – Legal actions, applicable law and disputes

- 21.1. The agreements are governed by the laws of the Netherlands.
- 21.2. All disputes that may arise between the parties and that are within the jurisdiction of the civil section of a court ("cases with representation by a procurator litis") shall in the first instance be settled solely by the judge of interlocutory proceedings of the Court of Rotterdam, subdistrict section, Rotterdam area, unless the lessor prefers to bring the matter before the court of the hirer's place or residence or domicile or the parties agreement upon a different form of dispute resolution.
- 21.3. The language of proceedings shall be Dutch.

- 18.2. Without prejudice to the provisions of the foregoing paragraph, the lessor's liability shall be limited to the damage that was foreseeable as a potential consequence of the action that has obliged it to pay compensation, and shall be no more than the amount that, in the case in question, is paid out by the liability insurance taken out by the lessor, plus the amount of the excess that is not borne by the insurers under the terms of the policy.
- 18.3. Without prejudice to the foregoing, the lessor shall have no further liability for goods and/or services it has procured from third parties other than insofar as those third parties are liable vis-à-vis the lessor and offer recovery to it.
- 18.4. The lessor shall not be liable if the hirer fails to report the damage to it, in writing, within 2 days of the hirer's having been able to ascertain said damage.
- 18.5. The lessor stipulates all legal and contractual defences that it may invoke in order to fend off its own liability vis-à-vis the hirer, including on behalf of its subordinates and non-subordinates for whose actions it could be held liable by law.
- 18.6. Any legal action must, on pain of forfeiture, be instituted within one (1) year at most after the rental agreement has ended or been terminated.

ARTIKEL 19 – Indemnification

- 19.1. The hirer will fully indemnify the lessor in respect of all forms of liability that may rest with the lessor vis-à-vis third parties and are caused by or otherwise connected with the hired goods, insofar as that liability does not rest with the lessor under these terms and conditions.

ARTIKEL 20 – Force majeure

- 20.1. For the purposes hereof, force majeure ("non-attributable failure to perform") shall mean: any circumstance outside the parties' control as a result of which the hirer can (no