

Request form



TubeLock®

Customer:			
Project no.		Date of receipt:	

Customer information:		User information:	
Company name:		Pipe yard	
Address:		Shore base address:	
Zip code:		Zip code:	
Country:		Country:	
Contact Person:		Rig name:	
Title:		Location:	
Mail address:		Rig name	
Direct Phone:		Location:	

Please fill in as much information as possible

Pipe Data: (One request per pipe size)					
Pipe type		Pipe OD inch:		Weight lb/ft:	
No. of pipes to be transported		Pipe Range:		Max. OD box or pin end:	
Centralizer Product name		Centralizer OD:		Placement from Pin end mm/inch	

Note:

Commercial request:					
Rental period ^{*1} :		Rental start date:		No. off wells:	

*1) Minimum rental period is 12 months.

Mandatory services from Global Gravity		
	onshore	offshore
Supervision	<ul style="list-style-type: none"> - Ensuring correct use of TubeLock® - Education of local staff - Documentation, ensuring safe handling of packages - Logistic coordination 	<ul style="list-style-type: none"> - Ensuring correct use of TubeLock® - Education of local staff - Logistic coordination, ensuring maximum storage capacity on the rig.
Service after use	Standard service after use includes cleaning of profiles, function test, inspection for damaged items, check for inspection date, re-packing and preparation for next use. Load frame, tools and other loose gear needed for mounting the TubeLock® packages onshore is included.	
Annual re-certification	Annual visual recertification, of all profiles, sceptres and slings. According to Global Gravity's instruction and in compliance with local law.	

1. APPLICABILITY

These General Rental Terms and Conditions apply to the rental agreement entered into between the LESSOR and the LESSEE (hereafter the CUSTOMER) in full, including to the delivery of spare parts, services, etc. The rented EQUIPMENT shall be construed as Tubular Management Handling System TubeLock® and/or any other equipment as agreed on between the parties, including the delivery of spare parts. These General Rental Terms and Conditions shall be binding and cannot be waived unless explicitly agreed in writing between the parties. These General Rental Terms & Conditions are considered as accepted by acceptance of offer or order.

2. PRICES

All prices are excl. of VAT and subject to increases of material prices, salary adjustments, changes by law and any other increase in the LESSORS costs, unless otherwise has explicitly been agreed. By indication of fixed rates these are only valid within the terms acceptance and delivery place. All rates are quoted in Danish Kroner DKK.

3. OFFERS

Only written offers are valid. All offers are subject to between sales and are valid 4 weeks from offer date. If the CUSTOMER has special requirements to specifications, which do not appear on LESSORS's offer, such has to be explicitly defined in writing.

4. ORDER

A rental agreement is final, when the CUSTOMER has accepted and signed the LESSOR's offer. Hereafter the order cannot be cancelled, changed or postponed by the CUSTOMER without written acceptance from the LESSOR, and only against payment of any running costs associated with such.

5. DELIVERY

All deliveries are defined as ex works unless other delivery term has been explicitly agreed. Equipment shall be available at LESSOR address, and on completion of contract shall be returned to LESSOR address. The CUSTOMER is obliged to have the rented EQUIPMENT fully insured during transportation. All freight (mobilisation, demobilisation, local), associated costs, customs duties, taxes, insurances and levies shall be arranged and paid by the CUSTOMER. LESSOR can help arrange and send the rented equipment if this is agreed upon. If LESSOR arranges for transportation and initially pays the associated costs, such costs shall be charged to CUSTOMER at cost +10%. CUSTOMER shall be responsible for and bear cost of customs clearing during mobilisation and demobilisation.

6. DELIVERY TIME

Delivery time is stated in the order, and is based on the CUSTOMER's specification of the goods at ordering, the CUSTOMER is responsible for all technical data and instructions are correct and adequate. Delay in delivery does not give the CUSTOMER any right to cancel the order until written statement has been sent to the LESSOR to inspect the circumstance and the LESSOR will then be given reasonable time to deliver the EQUIPMENT. LESSOR cannot in any way be held liable for the CUSTOMER's losses, expenses or damages of any kind caused by delay in the delivery of the rented EQUIPMENT or of any associated goods or services, notwithstanding the reason. If delay is caused by the CUSTOMER the delivery time will be extended when agreed by LESSOR.

7. RENTAL PERIOD

The rental period shall commence when the EQUIPMENT leaves LESSOR address or on the agreed delivery time, whichever is the earliest, and continue for the minimum rental period agreed upon between the parties. After the minimum rental period CUSTOMER is entitled to terminate the lease agreement with three months' notice to the end of a month. LESSOR cannot terminate the agreement, unless CUSTOMER is in breach of the agreement. The lease agreement stops when the EQUIPMENT arrives back at LESSOR address. Upon the CUSTOMERS termination of the agreement, a return date will be arranged between the parties. If the EQUIPMENT is not returned at the agreed date, the CUSTOMER is liable for any losses, costs or damages incurred by LESSOR due to such late return.

8. INVOICING

Unless otherwise stated, rental is paid in advance, monthly. If invoices are paid to late an interest of 12% per commenced month will apply. If CUSTOMERS ability to pay invoice after the agreement according to the LESSORS's discretion has been reduced substantially, or if the LESSOR is not able to have a debtor assurance to the delivery time, LESSOR can ask for cash payment or security of payment like bank guarantee. CUSTOMER pays for any cost to create such bank guarantee unless explicitly agreed with LESSOR in writing. CUSTOMER shall pay all reasonable attorney and other fees, the expenses and costs incurred by LESSOR in protection its rights under this rental agreement, and for any action taken by LESSOR to collect any amounts due to the LESSOR under this rental agreement.

9. MAINTENANCE, USE AND RISK

a) The CUSTOMER shall keep and maintain the rented EQUIPMENT during the terms of the rental at his own cost and expense. CUSTOMER shall keep the equipment in good state of repair, normal wear and tear excepted.

b) The CUSTOMER shall not dress, change, alter or modify (or obtain the service of any other party to dress, change, alter or modify) the EQUIPMENT in any way without LESSOR's written approval.

c) The EQUIPMENT may only be used and operated in a careful and proper manner and always in accordance with all laws, regulations and any other requirements.

d) The CUSTOMER shall bear the entire risk of loss, theft, destruction, or damage of the EQUIPMENT or any part hereof during the entire rental period (from commencement until return of EQUIPMENT, cf. clause 5), notwithstanding the reason.

10. LOCATION

The CUSTOMER shall not remove the EQUIPMENT from the address of the CUSTOMER or the location agreed as the place of use of the equipment without prior written approval of the VENDOR.

11. AVAILABILITY

All EQUIPMENT is quoted subject to availability and no guarantee of supply is given. If CUSTOMER wants to secure the EQUIPMENT, a 50% standby rate will be charged on the packages, until time of call out, at which time it will go on 100% rental.

12. LOST AND DAMAGED EQUIPMENT

Upon return the EQUIPMENT shall be in a good state of repair, normal wear and tear accepted. Any EQUIPMENT lost, damaged beyond repair or not returned on completion of the rental period shall be recharged at full replacement cost at time of loss. LESSOR can provide an accurate equipment rate applicable at time of loss or damage. If equipment is damaged, the CUSTOMER shall pay for any necessary repair, subject to the LESSORS rates.

13. CANCELLATION

In the case of cancellation, any costs incurred by LESSOR in the preparation or transportation of equipment (including but not limited to: consumables, slings, craneage, haulage and manpower) for a call out which is subsequently cancelled shall be recharged to CUSTOMER at cost +10% plus the leasing rate in the minimum agreed rental period.

14. TRAINING IN USE

CUSTOMER will allow sufficient training for assembly and disassembly of TubeLock® profiles and accessories for rig/shore/service crews operating the product. TubeLock® is delivered with instruction manual and this must be followed. Any questions arisen from the manual must be addressed to LESSOR and cleared before taking the product into use.

15. ALLOWANCE

No allowance will be made for any rented equipment or portion thereof which is claimed not to have been used. Acceptance of returned equipment by LESSOR does not constitute a waiver of any of the rights LESSOR has under the rental agreement.

16. TITLE

Title to the EQUIPMENT shall at all times remain at LESSOR and the CUSTOMER shall have no right, title, or interest except as expressly set forth in these General Terms and Conditions. The CUSTOMER shall not pledge or encumber the rented equipment in any way.

17. BREACH OF CONTRACT

The LESSOR may terminate this agreement immediately upon the failure of CUSTOMER to make rental payments when due, upon CUSTOMER's filing for protection from creditors in any court of competent jurisdiction, upon the CUSTOMER's breach of the provisions of these Terms and conditions, and upon the CUSTOMER's breach of agreement in any other way.

18. LIABILITY FOR DEFECTS

LESSOR makes no warranty of any kind, and is not liable for defects of any kind, regarding the rented EQUIPMENT, except that LESSOR in the first 6 months period after the commencement of the lease agreement shall replace the EQUIPMENT with identical or similar equipment or make the necessary rectification works if the EQUIPMENT fails to operate in accordance with the manufacturer's specifications and operation instructions and this is not due to the CUSTOMERS lack of maintenance, cf. clause 9. Such replacement/rectification shall be made as soon as practicable after CUSTOMER returns the non-conforming equipment. If necessary, replacement/rectification of any defects in the EQUIPMENT can be performed where the EQUIPMENT is placed. The CUSTOMER shall pay any costs related to such replacement/rectification works where the EQUIPMENT is placed, including transportation. However, manpower and material shall in the above mentioned 6 months period be paid by LESSOR. After the 6 months warranty period, the CUSTOMER shall pay all costs, including manpower and material according to LESSORS pricelists, connected with any replacement and/or rectifications works, whatever the nature and reason of the defect.

19. PRODUCT LIABILITY

LESSOR shall only be liable for defects in the EQUIPMENT pursuant to the mandatory provisions of the Danish Product liability Act. Thus, LESSOR shall disclaim any kind of liability for losses, damages or injury of any kind caused by a defective product, unless LESSOR is liable pursuant to the above mandatory provisions. The CUSTOMER shall immediately notify LESSOR of any damage or injury caused by a defective product or of any risk of such damage or injury. To the extent LESSOR is to be imposed liability in relation to a third party, the CUSTOMER shall be obliged to hold LESSOR harmless to the same degree as LESSOR's liability is limited pursuant to this clause.

20. LIMITATION OF LIABILITY

LESSORS shall, irrespective of the basis of liability and the degree of negligence, not in any way be liable for any indirect or consequential losses, whether foreseeable or not, including - but not limited to - loss on operations, loss of profit, loss of data, loss of contract or any other such losses inflicted to CUSTOMER or third party. LESSORS total liability can under no circumstances exceed DKK 100,000.00 (onehundredthousand). To the extent LESSOR is to be imposed liability in relation to a third party, the CUSTOMER shall be obliged to hold LESSOR harmless to the same degree as LESSORS liability is limited pursuant to these Terms and Conditions.

21. PATENTS & COPYRIGHT and TRADEMARKS

The TubeLock® product is patented in Denmark and under international patent application no. PCT201170036 & PCT201170665. Furthermore the TubeLock® product has an approved trademarks affixed hereto. LESSOR is free from any valid claim for copyright or trademark infringement. The CUSTOMER is not in any way entitled to make use of the LESSOR's registered trademarks.

22. INTELLECTUAL PROPERTY

Any drawings, samples, models and other material provided by either the LESSOR or the CUSTOMER for the use in the manufacture or the development of the EQUIPMENT shall be the property of the LESSOR. All Intellectual Property rights contained in, or produced for, the Parties' Corporation shall solely belong to LESSOR.

23. FORCE MAJEURE

Neither party shall be liable for any failure or delay in performance under the lease agreement to the extent such failure or delay is caused by circumstances beyond that party's reasonable control and occurring without its fault or negligence, including, but not limited to an act of God (e.g., fire, flood, earthquake, hurricane, or other natural disaster), government restriction (e.g., the denial or cancellation of any export or other necessary license), war, insurrection, terrorist act, blockade, or embargo (collectively and individually, "Force Majeure"); provided that the party asserting Force Majeure shall provide the other party (i) prompt written notice of such event and (ii) evidence of reasonable steps taken to minimize delay or damages. Dates by which performance obligations are scheduled to be met may be extended for a period of time equal to the time lost due to any delay so caused. Notwithstanding anything herein to the contrary, LESSOR may terminate the whole or any part of the lease agreement if such a delay caused by Force Majeure continues for a period of time which LESSOR determines, in its sole discretion, to be a commercially unreasonable delay.

24. ASSIGNMENT

CUSTOMER may not assign the lease agreement, in whole or in part, without the prior written consent of LESSOR.

25. INSURANCE

The CUSTOMER shall procure and continuously maintain and pay for an all-risk insurance covering loss of and damage to the EQUIPMENT for whatsoever reason, cf. clause 9 d), for not less than the full replacement value of the EQUIPMENT, irrevocably naming LESSOR as loss payee. The insurance shall be in such form and with such company as shall be acceptable to LESSOR. The CUSTOMER shall provide proof of such insurance prior to the commencement of the lease agreement.

26. GOVERNING LAW

Any dispute out of the lease agreement or amendments thereto shall be settled either by the Maritime and Commercial Court of Copenhagen (Sø- og Handelsretten) or by the local court of Esbjerg, Denmark, subject to LESSORS decision. The agreement shall be governed by Danish law.