

THE CUSTOMER'S ATTENTION IS DRAWN TO THE FOLLOWING IN RELATION TO COVID-19, WHICH INCLUDES A SPECIAL CONTRACT TERM THAT IS DEEMED INCORPORATED INTO THE COMPANY [AS DEFINED BELOW] TERMS AND CONDITIONS.

Special Condition – Covid-19

For the purposes of this special condition: (i) the term "**Company**" means whichever Enerpac Tool Group entity is the supplier of the goods and/or services; (ii) the term "**Customer**" means the buyer of the goods and/or services; (iii) the term "**Affiliate**" means in relation to a party, any other entity which directly or indirectly controls, is controlled by, or is under direct or indirect common control with that party, from time to time; (iv) the term "**Company Group**" means the Company, its sub-contractors and their respective Affiliates, and its and their respective directors, officers and employees (including agency personnel) but shall not include any member of the Customer Group and "Company Group" shall include all sub-contractors of the Company's sub-contractors (of any tier); (v) the term "**Customer Group**" means the Customer, its Affiliates and its client, and its and their respective directors, officers and employees (including agency personnel) but shall not include any member of the Company Group and (vi) "**Contract**" means the contract formed between the Company and the Customer.

The Company and the Customer (collectively, the "Parties") recognise that as at the date of entering into this Contract, there is much scope for uncertainty in regard to the current Covid-19 pandemic. The Parties agree that it is fair and reasonable to have protection and relief under the Contract in regard to Covid-19.

As a result, the following term, ("the Special Condition") is hereby incorporated into the Company Terms and Conditions. In the event of any inconsistency between the Company Terms and Conditions, and the Special Condition, the Special Condition shall prevail

- A. In the event that a party is prevented, hindered or delayed in or from performing any of its obligations under the Contract due to the impact, effects or consequences of the Covid-19 pandemic, the party so affected shall not be in breach of the Contract or otherwise liable for any such failure or delay in the performance of such obligations, and the Parties may be entitled to an equitable adjustment of the Contract. The Parties acknowledge and agree that this provision shall extend to any impact, effects or consequences of Covid-19, including but not limited to any that were known, or in the reasonable contemplation of the affected party as at the date of execution of this Contract.
- B. Except for any adjustment to the Contract under section A, the Parties shall save, indemnify, defend and hold each other (including the Company Group and the Customer Group) harmless against any and all claims, demands, proceedings, damages, costs (including legal costs), losses, liabilities and expenses incurred by arising from, relating to or in connection with Covid-19.