

GENERAL RENTAL CONDITIONS INTERSAFE NETHERLANDS B.V.

Clause 1: General

- These terms and conditions shall apply to all quotations, offers, rental agreements and availability of equipment (hereinafter referred to as: the Equipment) and all associated activities and transactions of Intersafe Netherlands B.V. and affiliated companies and third parties that it engages (hereinafter referred to as: the Owner), issued to and/or concluded with the other party concerned (including: the employees of the other party, its affiliated companies and third parties that it engages (including: the employees of these parties) and jointly referred to hereinafter as: the Renter).
- The applicability of any general terms and conditions to which the Renter may refer in any form, is hereby explicitly ruled out.
- Companies affiliated to the Owner and the third parties that it engages can invoke these terms and conditions against the Renter.

Clause 2: The quotation

- All quotations from the Owner are without obligation, unless otherwise expressly stated. Quotations are based on information provided by the Renter. The Renter warrants that the information that it has given the Owner is correct. If this information should prove to be incorrect, the Owner has the right to amend or withdraw its quotation.
- The Owner's quotation shall be valid for four weeks from the date of the quotation. If a quotation is not accepted in writing within this period, the quotation shall become null and void, except where the Owner has extended the validity of the quotation in writing.

Clause 3: Application

- It is the sole responsibility of the Renter to ensure that the Equipment is sound, fit for purpose and as required and/or requested by the Renter. The Renter must verify this personally before the rental agreement becomes effective and repeatedly throughout the rental period.
- If the Renter rents the Equipment on behalf of or for use by its employees and/or third parties that it engages, the obligation to investigate provided for by clause 3.1 shall remain in full force, as an independent obligation of the Renter in respect of the employees and third parties in question.
- The Owner shall never give advice, recommendations, calculations or other details on the soundness, suitability and application of the Equipment to be rent, unless the Owner and Renter have agreed in writing that such advice shall be given (in application of specific advisory terms and conditions) and the advice is given by one of the Owner's qualified specialist experts.

Clause 4: The rental agreement

- The rental is based on a rental agreement between the Renter and Owner (hereinafter referred to as the Rental Agreement).
- Binding rental agreements will not come into effect until the Owner has confirmed the quotation in writing, or the Renter has signed a Rental Agreement issued by the Owner for the equipment to be rent or if the Owner has effected an order for rental, for example through transfer/delivery.
- The rental period is set out in the Rental Agreement. The rental period shall start on the first business day after handover (handover date) of the Equipment to the Renter.

Clause 5: Rental charge and indexation

- The Renter shall owe the rental charge for the Equipment as set out in the Rental Agreement.
- The rental charge can be adjusted annually by the Owner based on market, price and cost developments.

Clause 6: Installation

- The Renter is obliged to provide the Owner, free of charge, with a location for the Equipment that meets the requirements to be imposed on it by the Owner. All costs associated with adapting the location to the Owner's requirements shall be borne by the Renter.
- The costs of installing the Equipment, as set out in the quotation, shall be borne by the Renter.
- If the Renter does not own the (company) premises, it is responsible for ensuring that the owner of these agrees to all acts that are deemed desirable or necessary by the Owner in order to effect, replace, move, extend, alter or remove the Equipment, both for itself and for third parties. The Owner can demand that the Renter submits a written statement from the owner of the premises for this purpose.

Clause 7: Delivery

- The Equipment can be collected from the Owner on an agreed date and the Parties shall then make any further arrangements that are necessary.
- Parties can arrange for the Owner to bring or ship the Equipment to a location designated by the Renter. In the first case the Renter must ensure that on the agreed day at the agreed delivery address, a person authorised on behalf of the Renter is present to take delivery of the Equipment. This person must identify himself to the Owner.
- Insofar as there is nobody present on behalf of the Renter on that date, then the Owner has the right to take the Equipment back with it. All costs associated with this, including loss of rental charge and transport costs, shall be borne by the Renter. The Renter shall also continue to owe the rental charge payable.
- Without prejudice to the provisions of clause 7.2 the Owner shall, on handover at a location appointed by the Renter, make efforts to deliver the Equipment within the agreed delivery term. However, the terms in question shall never be regarded as deadlines.
- If at the request of the Renter the services of the Owner's employees are used for loading (and/or unloading), this shall be done entirely at the Renter's risk.
- The Renter has the right to have the Equipment checked and/or inspected before or during the actual delivery. If the Renter does not do so or takes delivery of the Equipment after carrying out the check or inspection without comment or complaint, the Equipment shall be regarded as having been delivered in accordance with the Rental Agreement, i.e. in a sound, good and undamaged condition.
- From the moment of handover of the Equipment the Equipment and the use thereof shall be at the Renter's risk and expense.

Clause 8: Good hiring practices and ownership

- The Renter shall exercise due care in the use of the Equipment, shall secure and insure the Equipment for its intended purpose and use it in accordance with the instructions for use and the nature and purpose of the Equipment.
- The Renter is not permitted to rental out the Equipment, allow others to use or in any way make it available to a third party.
- The Renter is not permitted to dismantle or to repair all or part of the Equipment, or to allow unqualified, uninformed or inexperienced persons to use the Equipment.
- The Equipment is and shall remain at all times the property of the Owner.
- The Renter may not move the Equipment or have it moved, nor remove it from the premises, nor make any modifications to it without the Owner's consent.
- The Renter may not rental out the Equipment, or otherwise allow third parties to use it, without the Owner's consent.
- The Renter shall be responsible for ensuring that third parties that it engages comply with the Renter's obligations under this clause.

Clause 9: Access to premises and accessibility of the Equipment

- The Renter is obliged to give the persons appointed by or on behalf of the Owner the opportunity to maintain, repair and remove the Equipment.
- The Renter is obliged to ensure that the Equipment is easily accessible, in the Owner's opinion.
- The Owner has the right, after giving written warning and notice of default, to remove or have someone remove any obstacles. The costs arising from this shall be borne entirely by the Renter.

Clause 10: Risk

- Until such time as the Owner has taken delivery of the Equipment again and inspected it, the Renter is liable for any damage to the Equipment, including damage through loss, misappropriation, theft, disposal or total loss of the Equipment.
- The Renter is furthermore liable for all costs of refurbishment, repair and cleaning incurred by the Owner if the Equipment is returned to the Owner in a damaged state, or if in the reasonable opinion of the Owner its condition on return is worse than might be expected, subject to normal wear and tear.
- Damage, loss, misappropriation, theft, disposal and/or total loss of the Equipment must be reported to the Owner immediately in writing.
- If the anticipated damage, repair and cleaning costs come to no more than EUR 1,500 then the claim will be assessed by the Owner.
- If the anticipated repair and cleaning costs and damage come to more than EUR 1,500, then the claim will be assessed at the Renter's expense by a claims agency appointed by the Owner. The Renter has the right to carry out its own assessment or a counter assessment at its own expense, which must be completed within eight (8) calendar days once the Owner has informed the Renter of the claim assessment. The Renter must notify the Owner in writing of its intention to conduct its own assessment or counter assessment. After the deadlines have expired the Owner shall proceed with repair or cleaning of the Equipment.
- In the event of loss, disposal, wreckage, theft, misappropriation or encumbrance of the item a sum equal to at least the gross sale price of the item according to the price list valid at that moment must be reimbursed to the Owner, without prejudice to the Owner's other rights.
- The loss to be claimed by the Owner under this clause does not affect the Owner's right to claim loss of rental charges or other loss for whatever reason.

Clause 11: Damage caused by the Equipment

- The Renter is fully liable for any and all damage caused to or by the Equipment or caused by work carried out using the Equipment. The Renter shall indemnify the Owner and/or hold it harmless against all claims from third parties (including employees of the Renter and/or of third parties and/or third parties engaged by the Renter) against the Owner arising from use of the Equipment.

Clause 12: Insurance

- The Renter is obliged to have the Equipment insured during the term of the Rental Agreement on a new-for-old basis and to keep it insured against the usual risks including fire and theft. The Owner has the right to demand written evidence (policy) of the existence of insurance cover. The insured sum that the Renter must cover is the amount included in the Rental Agreement.
- The Renter must stipulate in the policy, in favour of the Owner, that in the event of loss or damage the Owner has the right to damages without the intervention of the Renter.
- If and insofar it becomes necessary, the Owner shall provide the motor vehicle liability insurance for the Equipment. The excess applicable for the above liability insurance shall be borne by the Renter.

Clause 13: Permits

- The Renter shall bear the costs of acquiring the necessary permits and certifications for the Equipment and any exemptions or amendments thereto.
- The permits and annexes referred to in paragraph 1 of this clause must be irrevocable at least three months prior to the handover date quoted in clause 7. If the permits are not irrevocable on the handover date and it is possible the Equipment cannot become operation as a result, this shall be at the Renter's risk and expense.

Clause 14: Returns

- Unless the parties have agreed otherwise the Renter must return the Equipment - after expiry of the rental period and with due regard for the Owner's opening hours - to the branch of the Owner's business where the Equipment was rent and/or delivery was taken.
- If the parties have agreed that the Owner will collect the Equipment, then the Renter is obliged, if it wishes to terminate the Rental Agreement, to notify the branch of the Owner's business where the Equipment was rental of this fact, giving at least 48 hours' notice, which must include two full working days, in order to give the Owner the opportunity to collect the Equipment.
- In the event of a failure to observe the provisions of the paragraphs above, the Rental Agreement shall remain in force until the date of actual receipt of the Equipment by the Owner, notwithstanding the Owner's rights, inter alia, to compensation and/or the retrieval of the Equipment.
- In the event that the parties have agreed that the Owner shall collect the Equipment, the Equipment rent by the Renter must be at the given address from 8:00am, ready for transport, at a location that is accessible from a public highway open to through traffic.
- The Renter must ensure that on the day of collection an authorised person is in attendance to hand over the Equipment to the Owner. This person must identify himself. Any loss/damage and costs arising from the failure to duly comply with this obligation or to do so in a timely manner shall be borne by the Renter. The Renter shall remain responsible for the Equipment at all times until the Owner has actually taken delivery of the Equipment.
- Without prejudice to the provisions of this clause, at the (definitive) end of the Rental Agreement the Owner has the right to remove the Equipment and the Renter undertakes beforehand to cooperate at that time with the Owner's wishes in that regard.

Clause 15: Indemnity

- The Renter indemnifies the Owner against any loss or damage that the Owner may suffer as a result of claims from third parties (including the employees of the Renter, as well as third parties engaged by the Renter and employees of those third parties) in connection with or arising from the Rental Agreement.

Clause 16: Payment

1. Unless otherwise agreed, payment must be made within 30 days of invoice date. The Owner is entitled to charge a credit limit surcharge and/or to demand prepayment or other guarantees. The payment term shall constitute a deadline.
2. The obligation to pay shall not be lifted or suspended on the grounds of objections to the invoice, the non-use of the Equipment or the failure of the Equipment to operate or to operate as it should.
3. The Renter is not authorised to reduce the amount it has been charged or to offset this against any amount it is owed by the Owner.

Clause 17: Fees and charges

1. All amounts that the Renter owes under these terms and conditions or under the Rental Agreement, shall or can be increased by taxes and charges that the Owner is entitled to charge pursuant to a government decree. The Owner shall itemise these increases on the invoice, where possible.

Clause 18: Non-payment

1. If the Renter fails to pay within the deadline quoted in clause 16, the Renter is in default by operation of law and the Renter shall owe the Owner compound interest of 1.5% of the invoice amount for each month that the Renter is in default. For the purpose of calculating the interest each part month shall be taken as a whole month.
2. The payments made by the Renter shall always be used to pay any interest and costs owed on the oldest outstanding invoices.
3. Notwithstanding the above the Renter shall owe the Owner any costs incurred by the Owner in collecting amounts it is owed and in safeguarding its rights, including both judicial and extrajudicial collection costs, without prejudice to the Owner's entitlement to demand additional or other fees or damages.
4. Judicial and extrajudicial collection costs shall also include the collection, agency and settlement costs of lawyers, bailiffs and claims assessors. Extrajudicial collection costs at 15% of the total amount owed, with a minimum amount of at least EUR 175, have been fixed between the parties.

Clause 19: Complaints and claims

1. Complaints and claims will only be dealt with if these are reported to the Owner in writing by the Renter within eight (8) days of being discovered by the Renter or its subordinates.

Clause 20: Non-compliance

1. The Renter is in default and the Owner is entitled to regard all or part of the agreement as dissolved, without any notice of default or legal intervention being required, without prejudice to its further right to demand compliance, damages and suspension, if (i) the Renter fails to (duly) comply with its obligations or to do so in a timely manner, (ii) if a winding-up petition has been filed for the Renter or the Renter has applied for a (provisional) moratorium on payments, (iii) the Renter is presented with a compulsory winding up order, (iv) the Renter transfers, liquidates or ceases all or part of its business and/or (v) all or part of the Renter's assets are attached.
2. Notwithstanding the provisions of the previous paragraph, the Owner and the Renter are entitled to regard all or part of the Rental Agreement as dissolved without legal intervention, without prejudice to a right to damages, if the other party fails to comply with its obligations under the Rental Agreement after being given due notice of default.
3. In the cases referred to in paragraphs 1 and 2, the Owner is at all times, without any prior notice of default or announcement being required, entitled to retrieve the Equipment from the Renter. The Renter undertakes beforehand to cooperate at that time with the Owner's wishes in that regard.
4. Furthermore, in the cases referred to in paragraphs 1 and 2, the Owner shall never be liable for any damage suffered by the Renter, or by third parties in connection with the retrieval of the Equipment or the non-continuance of the Rental Agreement. The costs of transport, travel, dining and accommodation expenses etc. incurred by the Owner in executing the described entitlement to retrieve shall be borne by the Renter.

Clause 21: Liability

1. Damage must be reported to the Owner as soon as possible, but certainly within seven days after occurring, giving reasons. Damage that has not been reported to the Owner within the set term and in the prescribed manner shall not be eligible for compensation, unless the Renter makes a reasonable case for not being able to report the damage earlier.
2. The Owner is not liable to the Renter for damage, including damage to property, persons or consequential loss, which arises from or as a result of the presence, functioning, operation or use of the Equipment and/or from or as a result of the performance of the Owner's work, such as advising on the installation, inspection, maintenance, repair and removal of the Equipment.

3. Notwithstanding the provision of paragraph 1 of this clause the total liability of the Owner (i) under the Rental Agreement, including liability for non-delivery or late delivery of the Equipment or defects in the Equipment, or (ii) on account of other reasons for damage in whatever form (including unlawful act), is limited to the net invoice value of the Equipment, and if the whole invoice relates not only to the Equipment, that part of the invoice to which the liability relates.
4. If the Owner is insured for the liability in question, the liability of the Owner shall in any event be limited to the amount that will be paid out by the insurance company in that particular instance. The Owner is not liable for damage for which the Renter is insured. The limits to liability referred to in this clause shall also apply if the Owner is held liable by the Renter for reasons other than the Rental Agreement.
5. The Owner shall never be liable for loss due to delay or indirect loss, including loss of profit, consequential loss, lost savings or loss due to business stagnation.
6. The Owner is not liable for (i) loss arising from repairs or modifications to the Equipment after receipt by the Renter but prior to the return of the Equipment to the Owner, carried out by the Renter and (ii) loss resulting from failure to cooperate, or faulty information or materials from the Renter or one of its subordinates.
7. The Owner shall never be liable for any loss, whatever the nature, arising from advice, recommendations, calculations or other estimates regarding equipment (including the Equipment), given by phone or otherwise, except if the Owner and Renter have agreed in writing that such advice will be given and that advice is given by one of the Owner's qualified specialist experts.
8. The limits to liability shall not apply in the event of intentional act or omission or gross negligence on the part of the Owner.

Clause 22: Force majeure

1. During force majeure on the part of either party, the obligations of the other party shall be suspended. If that period of force majeure persists for longer than three (3) months, the other party is entitled to dissolve the Rental Agreement without legal intervention, without this giving grounds for any obligation to pay damages.
2. If when the force majeure comes into effect Owner has already partially complied with its obligations or can only partially comply with its obligations, the Owner is entitled to issue a separate invoice for the parts intended for delivery, or that have already been delivered, and the Renter is obliged to pay this invoice.
3. Force majeure on the part of Owner within the meaning of this clause shall in any case be taken to mean being prevented from operating due to circumstances that were unforeseeable at the time the Rental Agreement was entered into and which are beyond the Owner's control. These include: government action that interferes with compliance with obligations, scarcity, not having the Equipment in stock, late compliance - or failure to comply - by the Owner's suppliers, fire, drought, extreme weather conditions, strikes, road blockades and operational interruptions.

Clause 23: General

1. The agreement and these general terms and conditions encompass the full legal relationship or agreement between Intersafe Netherlands and the Client with regard to the Services and take the place of all other agreements, whatever their nature (written or verbal) with regard to the Services.
2. If any provision from these general terms and conditions is invalid or unenforceable under any law, this provision shall be upheld to the extent permissible by law.
3. The Client is not permitted, without the prior written consent of Intersafe Netherlands to transfer the legal relationship between the parties under these general terms and conditions or any right or obligation thereunder to third parties. Intersafe Netherlands is at all times entitled to transfer the legal relationship between the parties under these general terms and conditions or any right or obligation thereunder to a group company in the same group at that time as defined in Article 2:24b of the Civil Code, and the Client will cooperate with this in the eventuality of any such transfer.
4. Intersafe Netherlands is at all times entitled to amend these general terms and conditions and shall notify its other parties of any such amendment by placing a message on its website.

Clause 24: Applicable law and competent courts

1. These general terms and conditions, the Rental Agreement and/or any agreement arising from it are governed exclusively by Dutch law.
2. Any disputes that may arise in connection with offers from, orders to and/or agreements with the Owner, and/or these general terms and conditions shall, if the dispute arises in connection with a Renter registered in the Netherlands, be submitted to the competent courts in Rotterdam.
3. Any disputes that may arise in connection with offers from, orders to and/or agreements with the Owner and these general terms and conditions shall, if the dispute arises in connection with a Renter not based in the Netherlands, be resolved in accordance with the Arbitration Rules of the Dutch Arbitration Institute. The place of arbitration shall be located in the Netherlands. The procedure shall be conducted in Dutch.