



## Altitop – General Lease Terms and Conditions

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### 1 General provisions and definitions

1.1 In the present General Terms and Conditions, the following terms, when capitalised, have the following meaning, if and insofar as these General Terms and Conditions do not explicitly provide otherwise:

- 1.1.1 **"Supplier"**: Vertimac BVBA, a private limited company under Belgian law with enterprise, c.q. VAT number BE0835.103.781, with its registered office in Belgium, 8790 Waregem, Industrielaan 30. "Altitop" is a branch of industry of Vertimac BVBA, and is filed as brand under reference number 016273435.
- 1.1.2 **"Client"**: a legal entity or natural person in the broadest sense concluding a Lease Agreement with the Supplier. The capacity of the Client and the consequences attached thereto pursuant to these General Terms and Conditions may however already apply prior to the conclusion of a agreement (for example when interpreting the offer(s) drawn up by the Supplier).
- 1.1.3 **"Leased Equipment"**: the expressly described machinery, devices, accessories, equipment, attachments, fittings, parts, maintenance and/or repair works and installation services that are the subject of the Lease Agreement concluded between the Supplier and the Client.
- 1.1.4 **"Agreement"** or **"Lease Agreement"**: any and all provisions set out in these General Terms and Conditions, and the provisions contained in our offers and order confirmations, insofar as the these provisions differ from the provisions of the General Terms and Conditions.
- 1.1.5 **"Written"** or **"In Writing"**: by means of a document, signed by an authorised representative of the Supplier and the Client or, in the event the Client is a legal entity, a person authorised to validly represent the Client.
- 1.1.6 **"Offer"**: a written no-obligation invitation by the Supplier for a potential other party containing an offer to conclude an agreement.
- 1.1.7 **"Working Day(s)"**: a calendar day from Monday till Friday, except if that day is a legally recognised holiday in Belgium.
- 1.1.8 **"Week"**: all Working Days in a period from Monday till Friday.
- 1.1.9 **"Month"**: all Working Days in a calendar month.

### 2 Applicability and acceptance of these General Terms and Conditions

- 2.1 Barring other written agreements, the legal relationship between the Supplier and the Client, however named, will be governed exclusively by the present General Terms and Conditions as well as, where relevant and insofar as drawn up, by the Offer. The Client therefore expressly waives its right to assert the applicability of any purchase conditions, and also waives any claim that might arise from them.
- 2.2 The General Terms and Conditions are valid as of the Supplier's Written confirmation of the Client's order, or as of the actual delivery by the Supplier.
- 2.3 In the event the Agreement was not signed by the Client upon its formation, the Client must return the signed Agreement no later than within 24 hours as of receipt thereof to the Supplier. In the event the Client does not return a signed Lease Agreement within aforesaid term, he is presumed to have accepted the Lease Agreement, including the present General Terms and Conditions, by the mere acceptance and/or use of the Leased Equipment.
- 2.4 In the event of any conflict between the provisions of the General Terms and Conditions and the Offer, the provisions of the Offer will prevail.
- 2.5 Once the Client has accepted these General Terms and Conditions (even implicitly, for example by paying invoices without reservation or by accepting delivery or commencement thereof by the Supplier without reservation), he also agrees that the General Terms and Conditions will apply to any subsequent agreements concluded between him and the Supplier.
- 2.6 The Supplier reserves the right to amend the provisions of the Agreement at all times. The Client is informed about this/these amendment(s) in Writing. The Client must sign and return the amended Lease Agreement no later than within 24 hours as of receipt thereof by fax or email. In the event the Client does not return a signed amended Lease Agreement within aforesaid term, he is presumed to have accepted the amended Lease Agreement by the mere continued use of the Leased Equipment.
- 2.7 The Client may not unilaterally or tacitly deviate from the Agreement in whatever way (e.g. through mere conduct). The Agreement excludes any further application of the general or special terms and conditions of the Client. The Client therefore acknowledges that his general or special terms and conditions do not apply to the Agreement.
- 2.8 The Agreement nullifies and replaces all written or oral agreements, contracts, proposals and obligations relating to the same subject, as described in the Agreement, and which would precede the date of the Agreement.

### 3 Offers and orders

- 3.1 Offers apply to the whole request and are indivisible. The prices mentioned in an offer are guaranteed during a term of two (2) weeks. Offers may solely be regarded as a proposal made by the Supplier and do not bind the Supplier in any way, not even after acceptance by the Client. The Agreement is only effected following Written acceptance of the order by the Supplier.

- 3.2 The Supplier assumes that the information, drawings and other data provided by Client are correct and that he may use them as a basis for his Offer. In the event the Client places an order quoting references of the Supplier or another producer, the Supplier assumes that these correspond to the goods the Client actually wants to order.
- 3.3 Pictures, dimensions, capacities, weights, descriptions of equipment and options and other specifications of machinery and parts, price lists, offers included in the catalogue and/or on the Supplier's website as well as demonstration models are approximate and for information purposes only. The aforesaid are only provided as no-obligation information.
- 4 Object
- 4.1 The Leased Equipment is always basic equipment without any additional special equipment, unless expressly agreed otherwise in Writing.
- 4.2 The Client is fully liable for his choice of the Leased Equipment. The Leased Equipment consists of standard goods that were not specifically created for the Client's needs, or goods that the Supplier has modified at the Client's request in accordance with the specifications described by the Client. The Supplier is not liable in any way if it were to appear that the Leased Equipment does not meet the Client's specific needs and the intended purpose and use, if the Leased Equipment meets the specifications described by the Client.
- 4.3 The Client acknowledges that the Supplier or one of his affiliated companies remains the exclusive owner of all intellectual property rights in respect of the Leased Equipment and the name and the logo under which they are made available by the Supplier and undertakes not to make any claim in this respect.
- 5 Lease Price and deposit
- 5.1 The price of the Leased Equipment is determined in the Agreement (hereinafter referred to as the: "Lease Price"). The Lease Price is the cost of a standard machine with normal lifting height, without any special equipment or options, is exclusive of VAT, taxes, duties and levies, import or export duties, and does not include any insurance costs, costs for delivering or collecting the Leased Equipment or running costs (such as fuel), or any assembly, installation and start-up, c.q. commissioning costs (hereinafter referred to as the: "Costs"). The Costs will be borne by the Client, will be invoiced separately, and are exclusive of VAT, taxes and duties.
- 5.2 The Supplier may ask the Client for a deposit and/or advance when concluding the Agreement. The deposit will be credited to the invoice or refunded after the Supplier has established that the Leased Equipment is still in good condition and that the Client has met his obligations towards the Supplier under this Agreement or any other agreements concluded between the Supplier and the Client.
- 5.3 The Lease Price can be expressed per Working Day, per Week or per Month for fixed-term Lease Agreements. In the event the Agreement commences or ends during the course of a Month, the Lease Price is calculated pro rata temporis. The Lease Price is expressed per Working Day, per Week or per Month for open-ended Lease Agreements. In the event the Lease Price is expressed per Working Day and the Lease Agreement commences or ends during a Working Day, that Working Day will be regarded as a full Working Day for the calculation of the Lease Price. If the Lease Price is however expressed per Week or per Month and the Lease Agreement commences or ends during the course of a Week or Month, the Lease Price is calculated pro rata temporis.
- 5.4 The Lease Price for fixed-term Lease Agreements exceeding twelve months is fixed during the first full year as of delivery of the Leased Equipment. The Lease Price may be increased for each consecutive year in accordance with the consumer price index fluctuations. The Lease Price will never be lower as a result of indexation than the Lease Price paid the previous year.
- 5.5 Irrespective of whether it concerns a fixed-term or open-ended Lease Agreement, the Lease Price for Leased Equipment applies to a use of eight (8) working hours per Working Day and per machine. For each hour of use exceeding aforesaid maximum number of hours as well as for each hour that the Leased Equipment is used on a day that is not considered a Working Day pursuant to these General Terms and Conditions, the Supplier will charge an additional Lease Price, which will be calculated proportionally on the basis of the contractually determined Lease Price.
- 5.6 In the event the Leased Equipment is used for fewer hours than allowed pursuant to the Agreement, the Lease Price will not be reduced proportionally.
- 5.7 The Supplier is at all times authorised to read the hour meter on-site or to monitor it remotely in order to determine the actual duration of use of the Leased Equipment. The Client will notify the Supplier in Writing about the reading of the hour meter on request.
- 6 Payment
- 6.1 Barring any other provision expressly confirmed by us in writing, all invoices must be paid in cash in Waregem immediately after receipt thereof. We do not give any cash discounts.
- 6.2 The Lease Price and Costs for the Leased Equipment are invoiced monthly by the Supplier, or otherwise at the Supplier's discretion. In the event the Client terminates an open-ended Lease Agreement the Lease Price and Costs will be invoiced immediately to the Client. The Client expressly recognises that he cannot derive any right from any delay in invoicing by the Supplier.
- 6.3 The Client is not entitled to suspend and/or postpone any Lease Price payments, or to set off any debts on the part of the Supplier, even in case of a complaint pertaining to the (partial) execution of the Agreement lodged for whatever reason, including legal proceedings. The Client is as such never released from his obligation to pay the Lease Price within the agreed term.
- 6.4 The Lease Price and Costs are only regarded as having been paid from the moment the payment amount is visible in the Supplier's bank account quoting the reference(s) indicated on the invoice.
- 6.5 Without prejudice to a contrary indication in the payment reference, the Client's payment will first serve to settle any due interest and costs, and then the outstanding invoices starting with the invoice with the oldest invoice date until the most recent one.

- 6.6 Payments by cheque or bill of exchange are not accepted, and this practice does not release the Client from any obligation.
- 6.7 In the event of complete or partial non-payment of the debt on the due date as provided in the Agreement, interest equal to the statutory interest rate plus 2% is due on the entire outstanding amount by operation of law and without notice of default being required as of the first calendar day after the due date to the date on which the outstanding amount is paid in full. The Client is moreover in aforesaid case immediately obliged to pay a flat-rate compensation amounting to 15% of the outstanding balance with a minimum of 250 EUR by operation of law and without notice of default being required, even when granted a grace period, without prejudice to the Supplier's right to claim a higher compensation for damages.
- 6.8 In the event of complete or partial non-payment of a single invoice on the due date, the remaining balance of all other invoices, even those that are not yet due, will be immediately due and payable by operation of law and without notice of default being required.
- 6.9 In the event the Supplier becomes aware of any circumstance that could substantially affect the financial situation of the Client or one of the Client's affiliated companies as well as when the Client does not accept a bill of exchange on time, all outstanding amounts, including those owed by the Client to the Supplier's affiliated companies, will be immediately due and payable without notice of default being required.
- 6.10 In the event the Client requests to invoice an order to a third party when placing the order, the Client remains jointly and severally and indivisibly liable for meeting his obligations under the Agreement, despite the order being invoiced to a third party and despite possible acceptance by such third party.
- 6.11 None of the provisions of the Agreement affect the provisions of the Belgian Act of 2 August 2002 on combating late payment in commercial transactions (*Wet van 2 augustus 2002 inzake de bestrijding van de betalingsachterstand bij handelstransacties*), provided that any interest and indemnification granted pursuant to the Belgian Act of 2 August 2002, is never expected to replace or be replaced by the compensations granted under the Agreement.
- ## 7 Right of retention
- 7.1 In case of non-payment, the Supplier has a right of retention in respect of all objects and documents submitted to him by the Client until full payment of the Lease Price the Costs, and any interest or additional collection costs.
- ## 8 Delivery
- 8.1 The Leased Equipment is made available to the Client at one of the Supplier's business locations. If the Client so requests, the Leased Equipment can be made available to the Client, who will bear the costs in connection with the transport and the delivery, at the address indicated in the Agreement. The Supplier is entitled to deliver the Leased Equipment or to have it delivered at the address indicated by the Client at the Client's risk, even if the Client is not present at that time. The consignment note will be considered as proof of delivery and any proof to the contrary is not accepted.
- 8.2 The delivery dates are only approximate and are therefore not binding, unless otherwise agreed in writing between the parties. Delays in delivery may never give rise to default penalties, compensation or termination of the Agreement on the part of the Supplier, nor to the Client's refusal to accept the delivered Leased Equipment.
- 8.3 Any delivery date expressly agreed will only commence after the Supplier has received all information and documents required for performing the delivery.
- 8.4 In the event the Supplier would nevertheless have expressly undertaken to pay damages in Writing for late delivery in the Agreement, these damages are solely payable if the Client has given notice of default to the Supplier by registered letter within the mandatory term of five (5) calendar days from the expiry of the delivery term, because the delivery term has been exceeded including proof of any damages suffered. The Supplier will not be obliged to pay damages if the late delivery is the result of Force Majeure, or if it is at least partially attributable to the Client. In the latter case, the Client is obliged to compensate the damages and costs. The compensation for late delivery is in each case limited to 0.5 % of the Lease Price per full Week of late delivery as of the 21<sup>st</sup> Working Day from the initially foreseen delivery date.
- 8.5 In the event partial delivery has taken place and the Client refuses to accept any subsequent delivery/deliveries or if the Client makes it impossible to make any subsequent delivery/deliveries, invoices for already delivered Leased Equipment will be directly payable and due and the Client will be obliged to pay a flat-rate compensation amounting to at least 35% of the Lease Price of the non-performed part of the Agreement, without prejudice to the Supplier's right to claim a higher compensation for damages.
- ## 9 Term of the Agreement
- 9.1 The Agreement can be concluded for a definite or indefinite duration. A fixed-term Agreement is always concluded by means of a contract signed by both parties.
- 9.2 The Agreement commences on the day the Leased Equipment is delivered as provided in article **Fout! Verwijzingsbron niet gevonden.** and in accordance with the conditions of article 5 of these General Terms and Conditions and ends on the day of expiry of the Agreement in case of a fixed-term Agreement, or 24 hours after the Client has notified the Supplier in Writing that he is terminating the Agreement in case of an open-ended Agreement. The Supplier will no longer charge the Client a Lease Price after aforesaid 24-hour period. The Leased Equipment however remains at the Client's risk until it has actually been returned to one of the Supplier's business locations. The Supplier undertakes to collect the Leased Equipment, insofar as the Client has requested this, within eight (8) Working Days as of receipt of the Client's notification.
- 9.3 The parties will not be able to invoke tacit renewal or renewal, unless they have stipulated this in Writing upon conclusion of the fixed-term Agreement and have agreed on a renewal term or a renewal of contract.

- 9.4 However in the event the Leased Equipment is not returned to the Supplier by the Client on the end date determined in the Agreement, the Lease Price will be charged on by way of payment for use to the day the Leased Equipment is actually returned by the Client to one of the Supplier's business locations, unless otherwise agreed in writing.
- 9.5 The Supplier may terminate the Agreement immediately and by operation of law by registered letter, without any right to damages arising from this for the Client, and without prejudice to the Supplier's right to claim damages:
- 9.5.1 in the event the Leased Equipment is severely damaged;
- 9.5.2 in the event the Leased Equipment is stolen or lost;
- 9.5.3 in the event the maintenance and/or repair costs to be borne by the Supplier under this or any other agreement are less favourable than the Supplier could have reasonably expected at the time the Agreement was concluded;
- 9.5.4 in the event the Client fails to meet his obligations ensuing from the Agreement;
- 9.5.5 in the event the Supplier's confidence in the Client's creditworthiness or the creditworthiness of one of the Client's affiliated companies is shaken by (i) legal proceedings of execution and enforcement against the Client or one of the Client's affiliated companies, (ii) the parameters or the evolution of the parameters obtained from third parties whose normal activity consists of analysing financial figures and/or assessing creditworthiness.
- 9.6 The Supplier reserves the right to consider the Agreement dissolved by operation of law and without notice of default being required in the event the Client is declared bankrupt, files an application for composition or in case of legal proceedings considered equivalent thereto, is granted a deferment of payment, in case of the Client's clear inability, in case the Client is granted protection under the Belgian Enterprise Continuity Act (*Wet Continuïteit Ondernemingen – WCO*) or any procedure considered equivalent thereto, is dissolved, is liquidated, in case refused bills of exchange are published, in case the Client is summoned to appear in court for late payment, opens a file with the Belgian service for tracing companies in difficulties, sale, transfer, relocation to another country, pledging, in case the Client contributes his trading enterprise or equipment to a company as well as in case the Client does not accept a bill of exchange in time.
- 9.7 In the event an Agreement is cancelled or terminated by the Client, the Client undertakes to pay a severance payment within eight (8) days, as determined in accordance with article 9.8.
- 9.8 In the event an Agreement is ended under application of the provisions of the previous paragraph, the Supplier will be moreover entitled to damages and/or a severance payment from the Client, fixed at 20% of the Lease Price for the term that has not yet expired, with a minimum amount equal to the Lease Price for four (4) months, without prejudice to the Supplier's right to claim a higher compensation for damages if the actual damages are higher.
- 10 Ownership of the Leased Equipment
- 10.1 The Supplier is the exclusive owner of the Leased Equipment.
- 10.2 The Client undertakes to clearly and visibly affix the Supplier's property tag and other insignia made available to him by the Supplier to the Leased Equipment and to ensure that they are not damaged, removed or covered.
- 10.3 The Client must immediately notify the Supplier in Writing of any relevant fact that could affect the ownership or use of the Leased Equipment. This is the case, for example, if the Leased Equipment is stolen, damaged or claimed in whole or in part or in case of a technical defect; if it is involved in an incident with bodily or material damage; if a third party seizes or takes protective measures, in whole or in part, in respect of the Leased Equipment.
- 10.4 The Client must in such case immediately notify the bailiff or party seizing the Leased Equipment or any other third party involved about the fact that the Leased Equipment is the property of the Supplier.
- 10.5 In the event the Client is not the owner of the building in which or the premises on which the Leased Equipment is stored or ceases to be the owner of the aforesaid, he undertakes to inform the owner or the new owner of the building or the premises by registered letter about the fact that he is not the owner of the Leased Equipment.
- 10.6 The Supplier may at all times require the Client to submit both aforesaid notifications.
- 11 Condition of the Leased Equipment
- 11.1 The Leased Equipment is leased in the condition it is in at the time of delivery, known to the Client.
- 11.2 According to the type, the Leased Equipment is leased with a full fuel tank or a fully charged battery.
- 11.3 The Client must immediately submit the Leased Equipment to a normal, careful inspection upon receipt and check for defects or shortages.
- 11.4 In the event the Client, or his legal or authorised representative, is not present at the time of delivery, the Client has a term of 24 hours as of delivery of the Leased Equipment to inspect the Leased Equipment.
- 11.5 Acceptance without immediate protest or without protest within the aforesaid term of 24 hours as of delivery of the Leased Equipment covers any visible defects and deprives the Client of the right to complain about any visible defects at a later date.
- 11.6 Acceptance without immediate protest or without protest within the aforesaid term of 24 hours as of delivery of the Leased Equipment is understood to imply the Client's acknowledgement that all customary documents and permits and/or all documents and permits required by law are present, and deprives the Client of the right to complain about the absence of aforesaid documents and permits at a later date.

- 11.7 Defects discovered during the lease period must be notified to the Supplier in Writing. The Supplier indemnifies the Client for all hidden defects to the Leased Equipment that prevent the use thereof for a term of six (6) months.
- 11.8 At the end of the Lease Agreement the Client must return the Leased Equipment to the Supplier in the same condition in which he received the Leased Equipment.
- 11.9 Any damage to the Leased Equipment discovered at the time of return will be expected to have been caused by the Client and the Client will therefore bear all costs arising from the damage.
- 12 Maintenance of and repairs to the Leased Equipment
  - 12.1 Maintenance and repair works are performed exclusively by the Supplier or a person designated by the Supplier.
  - 12.2 The Client must inform the Supplier by phone and in Writing about any maintenance and repair works that have to be performed. The Supplier will take the necessary steps to carry out or have carried out the maintenance and repair works as quickly as possible. To this end, the Client make the Leased Equipment and the necessary facilities and space available to the Supplier or (a) person(s) designated by the Supplier for this purpose during the Supplier's normal working hours in order to enable him/them to perform the maintenance and repair works. In the event the maintenance and repair works cannot be performed on-site, these will be performed on the Supplier's premises.
  - 12.3 In case of a fixed-term Lease Agreement exceeding a term of twelve (12) months, the Client will provide a closed storage space so the Supplier can stock up spare parts on-site. The Client will take out all necessary insurances for the full value of the spare parts from the day they are put in the storage space.
  - 12.4 In the event the Supplier believes it to be reasonably impossible to perform the repair works to the Leased Equipment at the Client's request and believes that the repairs will take longer than one (1) Working Day, the Supplier will make replacement equipment available to the Client for the duration of the repair works. This replacement equipment should not necessarily be identical to the equipment undergoing repair. The costs connected with making replacement equipment available will be borne by the Supplier, unless the repair is attributable to the Client.
  - 12.5 The Client is not under any circumstances entitled to claim damages or a proportional rental price reduction in the event the Leased Equipment cannot be used temporarily due to maintenance or repair works.
  - 12.6 All repairs during the term of the Agreement, including minor lease repairs, are borne by the Client, unless the Client is able to demonstrate that the damage was caused through no fault of his own. Repairs are invoiced separately to the Client.
  - 12.7 In the event the Supplier is requested to perform repairs and this request is cancelled at the time the Supplier's employees are already on their way, the spent hours and transport costs will be invoiced to the Client.
- 13 Client's obligations
  - 13.1 The Client undertakes:
    - 13.1.1 To comply with the provisions of the Agreement and all applicable local regulations in force pertaining to the possession and use of the Leased Equipment, including, but not limited to the statutory requirements concerning the use of personal protective equipment;
    - 13.1.2 To use the Leased Equipment with due care and diligence in accordance with its intended purpose as set out in the Agreement or, in lack thereof, in accordance with the normal purpose of the Leased Equipment;
    - 13.1.3 To inspect and maintain the Leased Equipment on a daily basis on the basis of the technical checklist and lubrication schedule available in the document compartment of the Leased Equipment, also including a daily inspection of the oil level, cooling water, tyre pressure, battery water;
    - 13.1.4 To regularly clean the Leased Equipment inside and out, to regularly blow out dust filters and radiator elements;
    - 13.1.5 To store the Leased Equipment in a covered and secure place when it is not being used by the Client;
    - 13.1.6 To carefully store the Leased Equipment in a secure environment during the period between the delivery and conclusion of the Agreement, and during the period between the end of the Agreement and return to or collection by the Supplier.
  - 13.2 The Client may only make the Leased Equipment available to persons acting under its authority. These persons, as well as the Client, must have the relevant statutorily required proof of competence, licenses or permits, where applicable, and must meet all requirements, inter alia those set by the insurer of the Leased Equipment.
  - 13.3 The Client may not in any way whatsoever, in whole or in part, hand over the Leased Equipment for safekeeping, sublet or transfer the Leased Equipment to thirds or other parties in any way whatsoever, either for storage, subletting or as security. The Client whose corporate object is hiring out equipment and for whom such hire is a customary business practice may, however, sublet.
  - 13.4 The Client is strictly prohibited from making changes to the Leased Equipment or removing any markings from the equipment without the Supplier's prior Written consent. Any replaced and incorporated parts will become the Supplier's property by operation of law and without requiring any compensation. These parts and accessories may under no circumstances reduce the value of the Leased Equipment or limit its use in relation to its intended purpose, in which case the Supplier is entitled to restore the Leased Equipment to its original condition at the Client's expense.
  - 13.5 The Client is not allowed to affix brands, trademarks, marks, signs or commercial messages to the Leased Equipment, except with the Supplier's express prior Written consent. In the event the Client has been given the Supplier's permission, it will in any event remove all brands, trademarks, marks, signs or commercial messages at the end of the Agreement. In the event these brands, trademarks, marks, signs or commercial messages are still affixed to the Leased Equipment upon arrival at one of the Supplier's business locations, the costs for removing the aforesaid will be borne by the Client.

- 13.6 The Client is obliged to keep all accessories and documents made available to him by the Supplier together with the Leased Equipment, inter alia, instructions for use, test or inspection reports, maintenance data, technical checklist, EC Declaration of Conformity, in good condition. In the event any accessories and/or documents are lost or damaged, the Client will have to replace or request duplicates of the aforesaid at its own expense.
- 13.7 At the end of the lease period, the Client will dispose of all waste on/in the Leased Equipment in the manner prescribed. In the event the waste on/in the Leased Equipment has not been disposed of, all ensuing costs (incl. waiting hours,...) will be borne by the Client.
- 13.8 The Client must at all times grant the Supplier's authorised representative access to his buildings and premises or other locations where the Leased Equipment is stored, for inspection or for collecting the Leased Equipment upon termination of the Agreement.
- 13.9 Returning the Leased Equipment
- 13.10 The Client must return the Leased Equipment to one of the Supplier's locations at its own expense and no later than at 05:00 p.m. on the day the Lease Agreement ends. The Client may request the Supplier to collect the Leased Equipment at the Client's expense.
- 13.11 The Leased Equipment must be returned in a good state of repair, cleaned, properly functioning and accompanied by all accompanying documents.
- 13.12 The Supplier may claim compensation of 150 EUR per calendar day of delay from the Client, in the event the Leased Equipment is returned late. This paragraph applies without prejudice to, and therefore in addition to, the Supplier's right set out in 8.4.
- 13.13 The Supplier will inspect the Leased Equipment for damage and defects within two (2) weeks following termination of the Agreement. In the event the Supplier discovers damage and/or defects, he will draw up a damage report and send it to the Client. The Client has a term of five (5) Working Days as of dispatch of the damage report to contest the damage report by email or fax. In lack of any contestation within aforesaid term, the Client is expected to accept its liability for the damage and/or defects and to agree to reimburse the amounts included in the Supplier's damage report.
- 14 Prohibited use of the Leased Equipment
- 14.1 Prohibited use is understood to mean:
- 14.1.1 use for transport of flammable, explosive, and/or corrosive goods;
- 14.1.2 use in a corrosive environment, in saline or sandblasting environments or environments where sandblasting is being or has recently been carried out;
- 14.1.3 use to participate in competitions and/or test runs;
- 14.1.4 use to have another vehicle pushed, pulled or towed away;
- 14.1.5 use for driving lessons or driving tests, except with to the Supplier's express prior Written consent;
- 14.1.6 any other use that could reasonably result in damage or disproportionate wear and tear.
- 14.2 Any prohibited use of the Leased Equipment immediately results in the dissolution of the Agreement at the Client's expense. The Lease Prices payable under the Agreement and any other agreement between the Supplier and the Client will also become immediately due and payable, without prejudice to the Supplier's right for compensation of the caused damage and payment of severance pay as provided in article 9.8.
- 14.3 For the qualification of Prohibited Use it is irrelevant whether the Leased Equipment was used by the Client, its representative, agent or employee or a third party during the Agreement.
- 15 Insurance of the Leased Equipment
- 15.1 The Client must take out civil liability insurance for all damage to persons and goods resulting from the use or possession of the Leased Equipment for the entire duration of the Agreement.
- 15.2 The Client must also insure the Leased Equipment against material damage, whether due to fire, theft, vandalism, loss, breakdown of machinery, collision and suchlike resulting in total or partial damage to or destruction of the Leased Equipment. The Client must send a copy of the policy it has signed and proof of payment of the premium to the Supplier if so requested by the latter.
- 15.3 The Leased Equipment may not be used at an address other than that mentioned in the Agreement. The Leased Equipment may not be used on public roads, except with the Supplier's prior Written consent, who will in that case provide the necessary documents. In the event the Leased Equipment is used on the public road, the Client will take out insurance for that purpose, the costs of which will be borne by the Client, and will indemnify the Supplier against all fees, charges, fines, towing costs and storage costs in connection with suchlike use.
- 16 Supplier's rights
- 16.1 The Supplier is at all times entitled to replace the Leased Equipment in whole or part by similar equipment and to take it back in the event of Force Majeure as provided in article **Fout! Verwijzingsbron niet gevonden.** of the General Terms and Conditions.
- 16.2 The Supplier is entitled to suspend the performance of any obligation under the Agreement in the event Client fails to perform any obligation under this or any other agreement concluded with the Supplier. For the purpose of the provisions of this paragraph, the Client will be considered equal to any company affiliated with the Client.
- 16.3 Unless expressly provided otherwise in Writing, the Supplier is at all times authorised to have the Agreement performed in whole or in part by third parties. In that case, the Agreement will in all other respects remain in full force.

- 16.4 The Client authorises the Supplier to perform or have performed all acts resulting from the damage caused to the Leased Equipment and to collect the damages, if any, at the Client's expense. The Client therefore already assigns all rights it may have enforced against third parties who are responsible for the damage caused to the Leased Equipment.
- 17 Force majeure
- 17.1 In the event of Force Majeure on the part of the Supplier, the delivery will be suspended as long as the situation of Force Majeure makes the execution of the Agreement impossible for the Supplier, without prejudice to the Supplier's right to dissolve the Agreement without judicial intervention.
- 17.2 The client is not entitled to dissolve or terminate the Agreement, nor to any compensation in the event of Force Majeure.
- 17.3 Force Majeure is understood to mean, without being restrictive: government order, mobilisation, war, epidemic, lockout, strike, demonstration, defects, fire, flooding, explosion, lack of raw materials or labour, changed economic circumstances, vandalism, exceptional weather conditions, when the maintenance and/or repair costs of the Leased Equipment to be borne by the Supplier are considerably higher than expected, when a permit, registration or inspection relating to the Leased Equipment is revoked or not extended and all circumstances that disrupt the normal course of business beyond the Supplier's control.
- 18 Supplier's responsibility and liability
- 18.1 The Supplier's liability towards the Client (including acts of or negligence on the part of its directors, employees, agents and/or subcontractors) with respect to the execution of the Agreement is limited to what follows.
- 18.2 Except for damage that is the direct result of the Supplier's failure to comply with express obligations assumed under the Agreement, the Supplier's liability is limited to the liability imposed by law.
- 18.3 In the event the Supplier is held liable in accordance with article 18.2, the Supplier can never be held liable in respect of the Client for indirect damage, such as, but not limited to loss of sales, loss of profits or a general cost increase.
- 18.4 In the event the Supplier is held liable in accordance with article 18.2, the maximum amount of his liability is in each case expressly limited to the amount of the Lease Price, exclusive of VAT and Costs.
- 19 Client's responsibility and liability
- 19.1 The Client bears all risks and responsibilities in respect of the Leased Equipment from the moment the Leased Equipment is transported for the purpose of being delivered to the Client up to the moment the Leased Equipment has actually been returned to the Supplier's business location.
- 19.2 If it has been agreed that the Supplier or carrier will make the Leased Equipment available to the Client at a location other than the Supplier's business location, the Client nevertheless bears all risks and responsibilities from the moment the Leased Equipment leaves the Supplier's business location.
- 19.3 The Supplier will perform the following works or will repair the following damage at the Client's expense, without being exhaustive: repairs as a result of collision, overloading, unauthorised use or negligence; damage to the underside of the Leased Equipment, tyres, glass breakage, roof, interior, mirrors, light elements; damage as a result of incorrect or careless use; damage as a result of soiling with paint and/or stickers; damage to personal objects and loss and/or damage to the key; damage as a result of neglect, attempted theft, theft, attempted break-in, burglary or vandalism; damage as a result of incorrect use as described in article 13.4 of these General Terms and Conditions; damage as a result of prohibited use as described in article 14.1; damage resulting from an exclusive error and/or the deliberate infliction of damage. The Client is obliged to pay the Lease Price for the term during which the Supplier carries out the repairs described above.
- 19.4 By law, the Leased Equipment is not permitted on public roads or on land accessible to the public or only to a certain number of persons who have the right of access. The Client agrees to comply with the applicable municipal, local and national legislation and regulations relating to the use of the Leased Equipment. All levies and fines resulting from facts or violations which occurred one Working Day before the start of the lease, the lease term and three Working Days after the lease term, are therefore solely at the expense of the Client.
- 19.5 The Client is generally obliged to pay all fines or other levies imposed for facts or events that have occurred during the lease term in respect of the Leased Equipment. The Client must pay these directly to the relevant body.
- 19.6 In the event the Supplier has paid fines, levies or fees as referred to in article 19.4 or article 19.5, the Client will reimburse the Supplier on demand, and will, where relevant, also pay an administrative charge to the Supplier.
- 19.7 The Client is also liable for the material and physical damage caused to third parties, the Client, the Client's employees or one of the Client's representatives or agents through the use of the Leased Equipment.
- 20 Suspension and termination
- 20.1 In case of absence of (full) payment of the debt on the due date determined in the Agreement, the Supplier has the right to refuse to conclude any new Agreement with the Client or to suspend or terminate any ongoing Agreement with the Client, without the Client being entitled to any compensation.
- 20.2 Without prejudice to the provisions or article 20.1, the Supplier has the right to suspend the performance of its obligations under the Agreement or to suspend or terminate the Agreement, if the Supplier becomes aware of any circumstance that could substantially worsen the Client's financial situation or if it is clear to the Supplier that the Client will be commit a fundamental breach after or before the conclusion or commencement. The



Supplier will inform the Client about its decision in Writing as the occasion arises. For the purpose of the provisions of this paragraph, the Client will be considered equal to any company affiliated with the Client.

20.3 The Client is liable for all damage the Supplier suffers in the instances referred to in article 20.1 and 20.2.

## 21 Final provisions

21.1 The invalidity of any of the provisions of the Agreement will in no way affect the validity of the other provisions. The parties will make every effort to replace the invalid provision with a valid provision that has the same or largely the same economic impact as the invalid provision by agreement.

21.2 During their commercial relationship, the Supplier or one of its affiliated companies will store all information and data disclosed by the Client (hereinafter referred to as the: "Data") in its client database in accordance with all legal data protection provisions. In the event the Client wishes to consult or change the Data, it must send the Supplier or its competent department a request thereto via registered mail. The Supplier will not in any way disclose the Data to third parties not affiliated with it.

21.3 Only the General Terms and Conditions drafted in Dutch and French are authentic. In the event the Supplier makes other language versions of (parts of) the Agreement available, these will be purely informative and the parties will not be able to derive any rights from them.

21.4 The Supplier may assign or outsource the Agreement or part thereof to any person, firm or company, affiliated or not, by way of subcontracting.

21.5 The Client is not entitled to transfer the Agreement or part thereof to a third party without the Supplier's prior Written permission.

21.6 Only the competent court of the district in which the Supplier has its registered office is authorised to take cognisance of any disputes, unless the Supplier chooses to bring the dispute before a court (i) of a district in which the Supplier has a place of business which is not the Supplier's registered office, (ii) of a district in which the Client has its place of residence or registered office, or (iii) of the district in which the Agreement is executed.

21.7 The previous paragraph will be interpreted in favour of the Supplier, who will as such have the right to waive its exclusive competence as set out in article 21.6, and who will, should the need arise, be able to institute proceedings before any other competent court at its own discretion.