

## **GENERAL TERMS AND CONDITIONS**

### **ARTICLE 1 – DEFINITIONS**

In these general terms and conditions and in each contract in which they are declared to apply, the terms set out below have the following meanings:

Contractor: an individual or legal entity who declares these terms and conditions to apply as part of an offer made to a Client or a Contract entered into with a Client.

Client: an individual or legal entity who orders a Contractor to provide a service, to supply a Product, by way of an obligation under a rental or purchase agreement, or a combination thereof, or who receives an offer for such service or Product.

Contract: a contract entered into by a Contractor and a Client.

Site: the location stipulated in a Contract where a Client is to use a Product.

Product: a Product delivered or to be delivered by a Contractor to a Client, which includes a rented Product or a Product to be rented.

Delivery: the moment when a Contractor has notified a Client that a Product is installed, supplied, delivered, completed or a combination thereof.

### **ARTICLE 2 – SCOPE**

2.1 These general terms and conditions apply to each delivery of a Product or service made by a Contractor to a Client and they form part of each Contract entered into by a Contractor and a Client and they apply to each pre-contractual situation that may occur between a Contractor and a Client, including any negotiations and offers, even if such a situation does not result in the formation of a Contract.

2.2 Conditions to the contrary only apply insofar explicitly accepted in writing by a Contractor and they apply solely to the relevant Contract.

2.3 A change or supplement to a stipulation of a Contract is only valid if set out in writing and signed by both parties.

A Contract, including the terms and conditions declared to apply to a Contract, represents in full all the rights and obligations the parties have under a Contract and replaces each oral and written arrangement, agreement and statement made by the parties prior to such a Contract.

2.4 If a provision of these general terms and conditions is not valid for whatever reason, the other provisions of these general terms and conditions remain in force and the parties negotiate about the contents of a new provision which approaches the original provision's contents as closely as possible.

### **ARTICLE 3 – OFFER**

3.1 Each offer of a Contractor is always subject to contract as regards its price, contents, performance, delivery time as well as regards its availability. If a Client accepts an offer subject to contract, a Contractor has the right to withdraw the offer within a period of two working days, starting on the day after the day on which a Contractor receives the acceptance.

3.2 The contents of each price list, brochure and other information provided with an offer are stated as accurately as possible. This information only binds a Contractor if explicitly confirmed in writing by a Contractor. An offer is based on the information provided by a Client.

3.3 Notwithstanding the provisions of article 3.1, each offer on the part of a Contractor is valid for a period not exceeding thirty (30) days, unless specified otherwise in writing. If an offer is not accepted within this period, a Contractor has the right to change the conditions and the price as included in the offer.

### **ARTICLE 4 – FORMATION OF A CONTRACT**

4.1 A Contract is only formed by way of a written acceptance or confirmation on the part of a Contractor of an order placed by a Client within a period of five (5) working days, starting on the day after the day on which that order is received, or by way of a Contractor actual carrying out that order or by way of actual delivery of a Product.

4.2 As regards work for which no offer or order confirmation is sent on account of the nature or scope of that work, the invoice also serves as an order confirmation.

4.3 Each Contract is entered into under the suspensive condition of a Client's creditworthiness.

### **ARTICLE 5 – PRICE**

5.1 Each quoted price does not include VAT and does not include any other levies, duties or charges that are

payable in connection with the performance of a Contract. Furthermore, each quoted price does not include the costs related to packaging, transport, Delivery or dismantling and service or maintenance, unless and to the extent as explicitly stipulated otherwise in a Contract.

5.2 The parties agree that the rented Product is designated as a moveable property for VAT purposes and this means that 21% VAT is payable on the rent. Changes to the relevant tax laws or case law are at the risk and expense of the renter [Client]. Jan Snel will cooperate to reduce the potential tax losses.

5.3 If partial deliveries are to take place under a Contract, a Contractor has the right to change the prices or conditions in the interim at the time of the various partial deliveries. In the event of a price or rate increase of a price-determining factor, such as wages, materials, currency differences, insurance rates among other factors, a Contractor has the right to adjust its price accordingly.

5.4 Each year, on 1 January, the prices are revised on the basis of the consumer price index (CPI), series all households as published by Statistics Netherlands.

5.5 If the performance of an order placed with a Contractor is delayed at the request of a Client or as a result of instructions or information failing to be forthcoming or for other reasons attributable to a Client, a Contractor has the right to increase the price with additional charges as a consequence of that delay, such as loss of interest.

### **ARTICLE 6 – PAYMENT**

6.1 Payment of a Contractor's invoice must be effected in the currency as designated in the invoice without any discount, deduction or setoff and within a period of fourteen (14) days starting on the day after the invoice date. A Client does not have the right to suspend its payment obligation. The date of payment is considered to be the day of value as stated on the bank-giro account statement of a Contractor.

6.2 If a Client fails to perform its payment obligation with respect to a Contractor within the agreed payment term, a Client is automatically in default by operation of law, without a default notice being necessary. A

Client must then pay each month or a part of the month a default interest of 15% on the amount due for a period starting on the day after the day on which a Client is in default to the day of payment in full, notwithstanding the right of a Contractor to claim under law compensation in full.

6.3 Any judicially and extra-judicially collection costs incurred by a Contractor to collect the amount due are at the expense of a Client. These collection costs may relate to attachment proceedings, a bankruptcy petition, other incurred collection costs as well as to the costs incurred by a Contractor to engage the services of a solicitor, bailiff or other experts. If a Client is in default, a fixed amount of 10% of the principal sum is charged, with a minimum amount of €250, notwithstanding the right of a Contractor to be compensated in full if the actual costs of recovery incurred by a Contractor exceed this fixed amount.

6.4 A Client is obliged to effect an advance payment of an amount as indicated by a Contractor at a Contractor's first request to do so at or following the formation of a Contract. A Contractor is not obliged to pay interest on such an advance amount.

6.5 A Contractor has the right to require from a Client adequate security if a Contractor fears on valid grounds that a Client would be unable to meet its obligations.

6.6 An invoice is considered to have been accepted and approved by a Client if a Contractor has not received an objection to that invoice in a registered letter within a period of eight (8) days starting on the day after the invoice date.

#### **ARTICLE 7 – DELIVERY, RISK**

7.1 Unless agreed to otherwise in writing, a Contractor delivers or arranges for the delivery of a Product on the agreed Site.

7.2 A Product is at the risk of a Client on the day and time on which the Product is delivered or on the day and time on which delivery of the Product is refused or is considered to have been refused within the meaning of article 8.2.

7.3 A Contractor has the right to have the delivery take place in consignments.

#### **ARTICLE 8 – ACCEPTING DELIVERY**

8.1 A Client is obliged to cooperate with the delivery as well as to accept delivery of a Product. If a Client fails to accept delivery of a Product, a Contractor has the right to charge on to a Client any costs incurred that are related to a non-acceptance of delivery of a Product, such as the costs for storage, transport and insurance, among other costs.

8.2 Delivery of a Product is considered to have been refused, if the ordered Product is presented for delivery but the delivery of that Product turns out to be impossible. The day on which delivery is refused is considered to be the day of delivery.

#### **ARTICLE 9 – DELIVERY PERIODS AND OTHER TIME FRAMES**

9.1 A delivery period and other time frames, such as a completion period, starts on the first working day after the day on which a Contract is formed, unless agreed to otherwise in writing. The delivery period and other time frames as notified by a Contractor or as agreed are based on the prevailing circumstances at the time when a Contract is formed. A Contractor will make every effort to observe these time frames.

9.2 The delivery period and other time frames as notified or as agreed may never be considered to constitute a deadline. If a Contractor fails to comply with such delivery period or other time frame, a Client must give a Contractor a notice of default in which is set a reasonable period for performance.

9.3 A delivery period and other time frames are suspended if and for as long as a Client does not fulfil its outstanding payment obligations with respect to a Contractor or if a Client has failed to fulfil its obligation to provide complete or adequate information required for the performance of a Contract or if a Client has failed to fulfil on time, or not in full, its obligations related to the manufacturing or delivery of a Product, or both, such as obtaining an environmental permit.

9.4 A Contractor has the right to postpone any new deliveries if and for as long as a Client has not fulfilled its outstanding payment obligations with respect to the Contractor.

9.5 The Contractor is not liable for any loss or damage as a consequence of failure to perform

within a delivery period or other time frames.

#### **ARTICLE 10 – INTELLECTUAL INDUSTRIAL PROPERTY RIGHTS**

10.1 A Client is not permitted to remove from a delivered Product or to alter on a Product any mark or designation about copyright, brands, tradenames, patents or any other rights.

#### **ARTICLE 11 – INSTALLATION, CONSTRUCTION, DISMANTLING AND SITE**

11.1 A Contractor or a third party designated by a Contractor arranges for the installation, construction or, if applicable, the dismantling of a Product, unless agreed to otherwise in writing.

11.2 The costs related to the installation, construction and dismantling are at the expense of a Client.

11.3 A Client must ensure free and unimpeded access to the Site for a transport vehicle a Contractor uses to deliver or collect a Product. A Contractor communicates the specific dimensions of such a transport vehicle to a Client. Absent such communication, the transport vehicle is of standard dimensions.

11.4 A Client is responsible for choosing the Site where a Product can be set up in a proper and secure manner and a Client must ensure that the foundation is sufficiently stable and firm to bear a Product, whether or not in combination with one or more other Products, and to use a Product in accordance with its intended use. A Client must ensure at its own expense that the Site is fully prepared, including markings indicating the exact location of the Site. A Client ensures that the foundation gradient of the Site is no more than 20cm from one side to the other. All this unless explicitly agreed to otherwise in writing.

#### **ARTICLE 12 – COMPLAINT**

12.1 If and insofar a Contract does not provide for a specific acceptance inspection of a Product, a Client must inspect, as fully as possible, the Product immediately after its delivery or, in case of an unfinished Product, immediately after its completion. A complaint about a defect or a breakdown as regards a Product, including differences between the delivered Product and the

Product as described in a Contract regarding the quantity, weight, composition or quality, must be made to a Contractor in writing, specifying the reasons for the complaint, within a period not exceeding two (2) working days starting on the day after the day of delivery or completion, as the case may be. A complaint about a defect or a breakdown that cannot be detected within this two-day period on reasonable grounds must be made to a Contractor in writing, specifying the reasons for the complaint, within a period not exceeding sixty (60) working days starting on the day after the day of delivery or completion. If a complaint is not made within a time period as specified above, a claim that a Client may have as regards a defect or breakdown of such a Product expires. A Client is also obliged to keep and return the defective part CPT to a Contractor immediately on request of a Contractor.

12.2 If and to the extent that a Contractor considers a complaint to be well-founded, a Contractor has the sole obligation to either repair the defect or to replace the defective Product, according to its own choosing, without a Client being able to claim, in addition, any form of compensation whatsoever. A complaint is not accepted if a defect does not stop or materially prevent the Product from being used.

12.3 A complaint does not release a Client from its payment obligations with regard to a Contractor.

12.4 A Product may only be returned following a prior written permission from a Contractor under the conditions as set by a Contractor.

#### **ARTICLE 13 – MAINTENANCE AND USE OF A PRODUCT**

13.1 For the term of the rental period or for as long as a Contractor has retention of title on a Product, as the case may be, the provisions set out below as regards the maintenance and use of a Product apply.

13.2 A Client is not permitted to make or tolerate any changes in or to a Product and a Client is not permitted to install any materials to or on a Product without prior written permission from a Contractor. Notwithstanding the permission from a Contractor as regards the above, a Client must at a Contractor's first request remove the installed material from the rented Product and to restore

the rented Product to its original condition at the end of the rental agreement, without claiming any compensation as regards that removal and restoration.

13.3 Maintenance work, modification work or repair work may only be carried out by a Contractor, unless a Client is given written permission to carry out that kind of work by itself or to arrange for a third party to carry out that kind of work.

13.4 A Client is considered to have received a Product in good condition and state of repair. A Client uses the Product in accordance with its designated use with due care and keeps at its own expense the Product in good condition and state of repair, with the exception of normal wear and tear. A Client will take care of all the minor and daily repair jobs connected to a rented Product, including cleaning and unblocking drains, supply pipes, drainage pipes, sanitary fittings, kitchen sinks, maintaining conduits for gas and electricity, hatches, window shutters, shutters, canopies, sunblind, faucets, hinges and locks, inside paintwork and window panes.

13.5 A Client is responsible for the day-to-day management of the individual or collective water supply installation. If and to the extent as required by law or regulations, a Contractor provides a Client with a risk analysis as regards this installation on delivery of a Product and a Contractor subsequently draws up a management plan. For the purpose of this risk analysis, the Customer must provide a Client with the necessary information as regards the use of the installation. The costs related to the risk analysis and the management plan are at the expense of a Client.

13.6 In the event of frost or snow, a Client must take any measures to prevent the freezing up of the heating systems, heating pipes or both. Any damage to a Product caused by this freezing-up is at the expense of a Client.

13.7 A Contractor has the right to inspect a Product on a regular basis. If a Contractor is of the opinion that a Product is incorrectly used or is neglected, a Contractor has the right to take possession of a Product or to carry out work, or have work carried out, to return the Product to a good condition and state of repair, or a combination thereof, all this at the expense of a Client.

13.8 If at the end of a rental period, when a Product is returned to a Contractor's depot or that of a third party whose services a Contractor has engaged, a Contractor is of the opinion that a returned Product is no longer in a good condition and state of repair, with the exception of normal wear and tear, it notifies a Client of the condition of a returned Product and restores it to its original condition, or arranges for such restoration, at the expense of a Client.

13.9 In connection with the use, maintenance and storage of a Product by a Client, a Client must comply with all the statutory requirements, including permits requirements or instructions of the relevant competent authorities. If a Product is to be used on the public road, a Client is obliged to ensure for the necessary permits be obtained from the relevant competent authorities.

13.10 A Client is not permitted to use or store hazardous materials in a Product, with the exception if and insofar this is standard practice of a trading office's business operations. The use or storage of hazardous materials is solely at the risk and expense of a Client.

13.11 A Client is not permitted to sell, transfer, let or sublet a Product or to encumber it with a restricted right or to have otherwise a third party use the Product, with the exception of an explicit prior written permission from a Contractor. If a Client is in violation of the preceding sentence, a Client must pay an immediately due and payable penalty of €12,500 without a demand notice, default notice or judicial intervention being required, notwithstanding the right of a Contractor to claim under the law compensation in full.

13.12 A Client is obliged to ensure that markings and signposting are placed and maintained on the Site if this is required in view of the local situation, under a municipal bylaw or under other regulations from the relevant competent authorities, or a combination thereof.

13.13 A Client is not permitted to transport or move a Product, or to arrange for a third party to transport or relocate a Product, without prior written permission from a Contractor.

#### **ARTICLE 14 – PERMIT, PERMISSION**

14.1 A Client must ensure to have acquired at its own expense and on time prior to the Delivery each permit or permission required under the law or otherwise, including an environmental permit, for the use and dismantling of a Product.

#### **ARTICLE 15 – ACCESSION, SUPERFICIES**

15.1 For the term of the rental period or for as long as a Product is subject to a Contractor's retention of title in case of a purchase agreement, a Client is not permitted to permanently attach a Product to an immoveable property, including the subsoil. If in case of a rented Product a Client is in violation of the preceding sentence, the owner of the ground does not become the owner of the rented Property through accession or otherwise because the object of the rental contract between the parties is merely the temporary use of the rented Product on site.

15.2 For the terms referred to in article 15(1), a Client creates a right of superficies on a Product delivered by a Contractor at a Contractor's first request to do so and without a Contractor being obliged to pay a user fee for this right of superficies. A right of superficies is created at the expense of a Client.

#### **ARTICLE 16 – BREACH OF CONTRACT, DISSOLUTION OF A CONTRACT, COMPENSATION, SUSPENSION**

16.1 If (a) a Client applies for its own bankruptcy, is declared bankrupt or applies for a suspension of payment; or (b) a resolution is adopted to dissolve a Client or a Client is dissolved or a Client's business operations is terminated or a Client's business operations are sold or if a Contractor is of the opinion that the nature of a Client's business operations have changed to a substantive degree; or (c) a Client fails to perform in part or in full its obligations with respect to a Contractor under the law or under a Contractual terms and conditions; or (d) a Client fails to pay an invoiced amount, or part thereof, within the set payment period; or (e) a Client's assets, or part thereof, are attached, a Client is automatically considered to be in default by operation of law and any outstanding amount a Client must pay a Contractor becomes

immediately due and payable. If such a situation arises, a Contractor has the right to cancel a Contract in part or in its entirety without a default notice or judicial intervention being required and notwithstanding a Contractor's other rights it may have, such as its right as regards payable penalties, interest and its right to claim compensation. A Contractor is not obliged to pay a Client any form of compensation if a Contract is dissolved under the provisions of this article.

16.2 If a situation as referred to in article 16(1) arises, a Contractor has the right to take back or repossess a Product from a Client, free from any rights, and without the obligation to redeliver the Product to a Client. If such a situation arises, a Contractor and one or more of its representatives have the right to enter the grounds and premises of a Client in order to take back and repossess the Product. A Client is obliged to take the necessary steps enabling a Contractor to effectuate its rights and a Client is obliged to remove on time any items of property not delivered by a Contractor that are present in the Product. A Contractor is not responsible for any item of property present in the Product at the time when a Contractor takes back and repossess the Product.

#### **ARTICLE 17 – DUTY TO DISCLOSE INFORMATION**

17.1 For the term of the rental period or for as long as a Product is subject to a Contractor's retention of title in case of a purchase agreement, a Client must immediately notify a Contractor by telephone and in writing if an incident takes place causing damage to a Product or where the Product has caused damage and a Client must send a Contractor as soon as possible witness statements and other documents and records related to such an incident.

17.2 A Client will ask immediately the police to prepare a police report of the incident referred to in article 17.1 and forwards this police report to a Contractor.

#### **ARTICLE 18 – LIABILITY, INDEMNIFICATION**

18.1 With the exception of mandatory statutory provisions as regards product liability, a Contractor restricts its liability explicitly to its obligations under article 12. It is for this reason that a Contractor is not liable

for any other form of loss or damage in connection with the rent or sale of a Product, including consequential loss or damage, or the loss or damage incurred as a consequence of a claim a third party may have in respect of a Client.

18.2 With due observance of the provisions in article 18(1), first sentence, a Contractor is not liable for any loss or damage whatsoever caused, directly or indirectly, by a Product or by the use of a Product or by a Client using a Product not for its intended purposes.

18.3 A Contractor is not liable for any loss or damage whatsoever caused by an act or omission from its staff or by one or more other persons of whose services a Contractor avails itself, including recommendations or advice such a person may give as regards the applicability and use of a Product.

18.4 If a Contractor does not qualify as a producer as defined in article 6:187 ff. of the Dutch Civil Code, a Client is obliged to address not a Contractor but exclusively the manufacturer of the Product concerned if it relates to a personal injury claim or a loss or damage as regards an item to be used for private purposes.

18.5 A Client is obliged to indemnify a Contractor and each third party whose services a Contractor has engaged in case of a third-party claim in connection with the existence or use of a Product as regards a loss or damage for which a Contractor is not liable under a Contract.

18.6 A Client will never hold to account in person a staff member of a Contractor or a person whose services a Contractor has engaged for the performance of a Contract.

18.7 A Contractor is not liable for and does not give any warranty whatsoever for the condition or suitability of the facilities available on the Site.

18.8 If, notwithstanding the above, the Customer is obliged to pay compensation on account of the principles of reasonableness and fairness, a Client explicitly acknowledges that the liability a Contractor may have in respect to a Client under a Contract or on other grounds is, in any event, restricted to the risk and amount, including the price of a Product delivered by a Contractor and that which is standard

practice in this business sector, that can be insured on reasonable grounds or to a Contractual amount, whichever is lower, where a Contractor's liability as regards personal injury and material damage to a Product and the property items of a Client and of a third party is restricted to no more than the amount to be paid out by a Contractor's insurer for a series of events having the same cause.

18.9 The liability restrictions as set out in this article do not apply, in any event, in case of intent or deliberate recklessness on the part of a Contractor.

#### **ARTICLE 19 – FORCE MAJEURE**

19.1 If a Contractor is prevented from performing or continuing to perform a Contract by a force majeure event, that may be permanently or temporary, irrespective of the question whether the force majeure event was foreseeable, a Contractor has the right to dissolve a Contract in full or in part without any obligation to pay compensation by notifying a Client to that effect without judicial intervention being required, notwithstanding the right of a Contractor to claim payment from a Client for work carried out prior to the force majeure event or to suspend in part or in its entirety the performance or the continued performance of a Contract. A Contractor notifies a Client of such a force majeure event as soon as possible. If performance is suspended, a Contractor has the right in that case to declare a Contract to be dissolved in part or in its entirety.

19.2 A force majeure event is each circumstance as a consequence of which a Contractor is prevented temporary or permanently from meeting its obligations, such as fire, weather conditions as a result of which regular construction work cannot be carried out, such as frost, work strike or a work lock-out, riots, war, government actions, such as import or export restrictions, defaulting suppliers, transport issues, natural disasters, interruptions in a Contractor's business or in that of its suppliers, electricity failure, theft to embezzlement from a Contractor's warehouses or workshops and subsequently any other circumstance under which it cannot be expected, on reasonable grounds, from a Contractor to perform or continue to perform its obligations with respect to a Client. A

force majeure on the part of a Contractor's supplier is also considered to be a force majeure on the part of a Contractor.

#### **ARTICLE 20 – PROTECTION PERSONAL DATA**

20.1 As part of a Contract, a Contractor receives personal data of a Client's officers, staff or representatives, among others. A Client and a Contractor are both regarded as controller. A Contractor is not permitted to use the personal data it has received as part of its performance of a Contract for any other purpose than the performance of a Contract or compliance with its statutory obligations.

20.2 A Client ensures that the data made available to a Contractor are and continue to be up-to-date for the performance of a Contract and in accordance with the privacy laws and regulations.

20.3 A Client is obliged to inform the data subjects about the exchange of personal data as part of the transparency obligations under the privacy laws and regulations.

20.4 A Contractor takes appropriate technical and organisational steps to safeguard the personal data it has received from a Client against loss or unauthorized processing.

20.5 A Contractor informs a Client about each suspicion of loss or unauthorized processing.

20.6 A Contractor immediately notifies a Client about (a) any request from the supervising authority in connection with the personal data processed as part of a Contract and (b) any complaints or information requests of a data subject, including any request to correct, remove or block the personal data.

#### **ARTICLE 21 - INSURANCE**

21.1 For the term of the rental period or for as long as a Product is subject to a Contractor's retention of title in case of a purchase agreement, a Client takes out at its own expense an appropriate insurance to cover a Contractor's Product against fire, loss, theft and damage in a manner that is standard practice in respect of such a Product, unless agreed to otherwise in writing. As soon as an event occurs covered by the insurance, a Client assigns its rights under the insurance to a Contractor at a Contractor's first

request to do so. A Client provides a Contractor immediately with the relevant insurance policies at a Contractor's first request.

#### **ARTICLE 22 – PERFORMANCE**

22.1 A Contractor has the right to engage the services of a third party for the performance of a Contract.

#### **ARTICLE 23 – TRANSFER OF RIGHTS AND OBLIGATIONS**

23.1 A Contractor has the right to transfer to a third party, to dispose of or to encumber the rights or obligations, or both, ensuing from a Contract. A Client declares to agree explicitly with this right and hereby gives it permission.

#### **ARTICLE 24 – SEVERAL LIABILITY**

24.1 If a Contractor refers to various persons, companies, or a combination thereof, each one of them is jointly and severally liable to perform the obligations under this Contract.

#### **ARTICLE 25 – APPLICABLE LAW, COMPETENT COURT**

25.1 The laws of the Netherlands apply to this Contract. The 1980 Vienna Sales Convention (CISG) does not apply.

25.2 A dispute arising from or related to a Contract is submitted for adjudication in the first instance before a competent court in the jurisdiction in which a Contractor has its registered office or is domiciled, notwithstanding the right of a Contractor to submit a dispute for adjudication before a competent court in the jurisdiction in a Client has its registered office or is domiciled.

#### **ARTICLE 26 – AMENDMENT**

26.1 A Contractor has the right to amend these general terms and conditions. A Client is considered to have accepted these amendments if a Contractor has not received a written protest from a Client within a period of fourteen (14) days starting on the day after written notice from a Contractor that these general terms and conditions are to be amended.

#### **ARTICLE 27 – RANKING ORDER**

27.1 In the event that the provisions of a Contract differ from those of these General Terms and Conditions, the provisions of a Contract prevail.

#### **ARTICLE 28 – DELIVERY DATE**

28.1 A delivery date included in a Contract is for indicative purposes only, unless explicitly agreed otherwise.

#### **ARTICLE 29 – CHANGES IN THE LAW AND REGULATIONS**

29.1 If the laws and regulations governing the requirements set for a rented Product are amended during the term of the rental period, a Contractor is not obliged in respect to a Client to adjust its Product for it to meet the amended laws and regulations. A Contractor cannot be held liable for any of the consequences of such amended laws and regulations.

29.2 If as a consequence of the term of the rental period different laws and regulations are to apply to the rented Product than was the case at the beginning of the rental period, this change in the law is exclusively at the risk of a Client. A Contractor is not required either in this case to adjust its Product for it to meet the relevant laws and regulations.

#### **SPECIFIC RENTAL PROVISIONS**

##### **ARTICLE 30 – SCOPE AND PRIORITY**

30.1 These provisions are supplementary in their application to the general part of these terms and conditions.

30.2 In the event that the provisions of the general part of these terms and conditions differ from those of the specific rental provisions, the specific rental provisions prevail.

##### **ARTICLE 31 – RENTAL PERIOD**

31.1 The rental period starts on the day on which a Product is delivered or, in case of a non-finished Product, on the day of Completion, unless agreed to otherwise in writing.

31.2 If a Contractor is of the opinion that the rented Product has not been returned to a Contractor in full and in a good condition on the day on which the rental contract ends, a new rental contract is considered to have been entered into for the same period and under the same conditions as was the case with the original rental contract, unless if and insofar a Contractor notifies a Client otherwise within a period of two (2) weeks starting on the day after the day on which the original rental period expires.

##### **ARTICLE 32 – FEES, RENT**

32.1 The rent must be paid immediately after the start of the rental period on the first day of each month, unless agreed to otherwise in writing. A fee for transport, delivery and Completion as well as reimbursement for other costs must be made at the beginning of the rental period, unless agreed to otherwise. Fees for dismantling and returning a Product must be paid at the termination of the rental agreement.

32.2 The rent and any other fees are reviewed each year on 1 January in accordance with the price index figure from the consumer price index (CPI), series all households (2000 = 100), as published by Statistics Netherlands (CBS).

32.3 Duties, charges and taxes related to a Product or its use are at the expense of a Client.

##### **ARTICLE 33 – LIABILITY, INDEMNIFICATION**

33.1 A Client is fully responsible and liable for a rented Product and each risk as regards the Product is at the expense of a Client for a period starting on the day of delivery or Completion to the day on which the Product is returned to a depot of a Contractor or to that of a third party designated by a Contractor. A Client is liable for any loss or damage related to a Product or its use, by whatever cause and irrespective of whether the loss or damage is caused by a fault on the part of a Client or a third party or caused by a hidden or observable defect of a Product, except in case a Contractor can be held liable under mandatory statutory provisions on liability, including product liability.

33.2 A Client is obliged to indemnify a Contractor or a third party against any loss or damage a Client may incur on account of loss, theft, or damage to a Product, death or injury to a third party or loss or damage to a property item of a Contractor or a third party as a consequence of the partial or full use of a Product or the condition of the Product during the term for which a Client bears the responsibility as indicated in article 33(1) independent from the cause thereof, except in case a Contractor can be held liable for this under a Contract.

33.3 The obligations under this article remain in force after the expiry of the rental period. The

indemnification obligation applies irrespective of whether the loss or damage to a Product arises prior to or after a Client returns the Product to a Contractor or a third party.

33.4 The obligations stated above apply, notwithstanding the provisions of article 18.

##### **ARTICLE 34 – REPLACEMENT**

34.1 For the term of the rental period, a Contractor has the right to replace the rented Product by a different Product of the same type.

##### **ARTICLE 35 – RETURNING A PRODUCT**

35.1 With the exception of a prior written permission of a Contractor, a Client is not permitted to return a Product before the expiry of the rental agreement subject to a penalty of €12,500, notwithstanding the right of a Contractor to claim compensation in full under article 35(2) and under the law. Any cost related to the return of a Product are at the expense of a Client.

35.2 If following written permission from a Contractor a rented Product is returned to a Contractor before the expiry of the rental agreement, a Client is obliged to pay a Contractor any fee under a Contract, based on the agreed rental period as well as any additional storage and other costs incurred as a consequence of the early return of a rented Product.

##### **ARTICLE 36 – RENTAL CANCELLATION ARRANGEMENT**

36.1 On expiry of the agreed period of the rental contract, a Contract is continued for an indefinite period, save for a written notification to terminate on the part of Jan Snel with due observance of a notice period of thirteen (13) weeks. Both parties may then terminate a Contract with due observance of a notice period of three (3) weeks for a rented floor area smaller or equal to 100m<sup>2</sup>, four (4) weeks for a rented floor area between 100m<sup>2</sup> and 250m<sup>2</sup>, six (6) weeks for a rented floor area between 250m<sup>2</sup> and 500m<sup>2</sup> and thirteen weeks for a rented floor area larger than 500m<sup>2</sup>.

##### **ARTICLE 37 – PAYMENT ARRANGEMENT COMPENSATION FOR LOSS OR DAMAGE**

37.1 A Client must pay the rent starting on the date stated in a Contract, even if a Client is not putting the rented Product to use or delays the

use of the rented Product or if the delivery of the rented Product to the Site takes place at a later date at the request of a Client. Only if the non-availability or the delayed availability of the rented Product is attributable to Jan Snel, does a Client not have to begin with paying the rent.

#### **SPECIFIC SALE PROVISIONS**

##### **ARTICLE 38 – SCOPE AND PRIORITY**

38.1 These provisions are supplementary in their application to the general part of these terms and conditions.

38.2 In the event that the provisions of the general part of these terms and conditions differ from those of the specific sale provisions, the specific sale provisions prevail.

##### **ARTICLE 39 – RETENTION OF TITLE**

39.1 Each Product remains the property of a Contractor (retention of title) until the day on which a Client has paid everything it must pay a Contractor under a Contract, including any claims on account of a Client's failure to perform its obligations under a Contract, such as interest, costs and penalties, all this as defined in article 3:92 of the Dutch Civil Code.

39.2 A Client does not have the right to sell a Product, to encumber it with a restricted right or to let or sublet it, or to otherwise grant a third party the use of a Product or to relocate or transport the Product for as long as a Contractor retains title of a Product.

39.3 As long as a Contractor retains title of a Product, a Client is obliged to keep it in its original state and a Client is not permitted to change the Product's original state through specification, accession or confusion.

39.4 A Client has the obligation to inform a third party, for instance a bankruptcy trustee or an attaching party claiming a right with respect to a Product of which a Contractor retains title, in writing, of the fact that a Contractor retains title to a Product. If such a situation occurs, a Client must immediately notify a Contractor of such claim.