



## **GENERAL**

### **ARTICLE 1 - DEFINITIONS**

In these General Terms and Conditions and the agreements to which these terms and conditions have been declared applicable, the following terms and words shall have the meaning as defined below:

Contractor: the legal or natural person who/which declares these terms and conditions applicable in the context of a quotation submitted to or an Agreement concluded with a Customer.

Customer: the legal or natural person who/which gives the Contractor an order or receives a quotation for the delivery or rental of the Products and/or services;

Agreement: the agreement between the Contractor and the Customer;

Location of Use: the location indicated in the Agreement where the Products shall be used by the Customer;

Products: the Products delivered or to be delivered by the Contractor to the Customer (including Products rented out or to be rented out);

Completion: The moment the Contractor informs the Customer that the Products have been installed and/or delivered.

### **ARTICLE 2 - APPLICABILITY**

- 2.1. These General Terms and Conditions shall apply to all deliveries of Products and services by the Contractor to the Customer and form part of all Agreements with the Customer and shall apply to all pre-contractual situations between the Contractor and the Customer, including negotiations and quotations, even if these negotiations or quotations do not result in the conclusion of an Agreement.
- 2.2. Variations to these General Terms and Conditions shall apply only to the extent that they have been explicitly accepted in writing by the Contractor and shall only apply to the Agreement(s) in question.
- 2.3. Amendments and supplements to any provision of the Agreement shall be valid only if they have been made in writing and signed by both parties.
- 2.4. The Agreement, including all terms and conditions applicable thereto, shall represent the full content of the rights and obligations of the parties and replace all prior written and verbal agreements, declarations and/or statements of the parties.
- 2.5. If any provision of these General Terms and Conditions is invalid for whatever reason, such invalidity shall not affect the validity of the remaining terms and conditions and the parties shall negotiate on the content of a new provision that shall be as close as possible to the original provision.

### **ARTICLE 3 - QUOTATIONS**

- 3.1. All quotations of the Contractor shall always be given without

engagement, both as regards the price, content, performance and delivery time and the availability. If a quotation contains an offer without engagement and the Customer accepts this offer, the Contractor may revoke the offer within two working days after receipt of the acceptance.

- 3.2. The content of all price lists, brochures and other data provided with a quotation has been given as accurately as possible. The data in question shall be binding for the Contractor only if the Contractor has explicitly confirmed this in writing. Quotations are based on information provided by the Customer.
- 3.3. Without prejudice to the provisions of Article 3.1, quotations of the Contractor shall have a limited term of validity of 90 days, unless otherwise indicated in writing. If a quotation is not accepted within this period, the Contractor may change the conditions and the price included in the quotation.

### **ARTICLE 4 - CONCLUSION OF THE AGREEMENT**

- 4.1. The Agreement shall be concluded only by the written acceptance or confirmation by the Contractor of an order from the Customer within five working days after receipt of an order or by the actual performance of the order in question by the Contractor or the actual delivery of a Product.
- 4.2. The invoice shall also be deemed to be an order confirmation for work for which no quotation and/or order confirmation has been sent due to the nature and scale of this work.
- 4.3. Each Agreement shall be entered into subject to the condition precedent that the Customer is solvent.

### **ARTICLE 5 - PRICES**

- 5.1. All quoted prices are exclusive of value added tax (VAT) and all other levies, duties or charges due in connection with the performance of the Agreement. Prices also exclude costs for packaging / transport / Completion / dismantlement and service/maintenance, unless if and to the extent that the provisions of this Agreement explicitly provide otherwise.
- 5.2. If partial deliveries are to be made under the Agreement, the Contractor may make interim changes to the prices or conditions of the various partial deliveries.
- 5.3. In the event of an increase, for whatever reason, in prices and/or rates of price determining factors, such as for example wages, materials, exchange rates, import duties and insurance rates, the

Contractor may adjust the price accordingly.

- 5.4. The prices shall be reviewed on the 1st of January of each year on the basis of the Consumer Price Index (CPI) All Households Series, as published by the Statistics Netherlands [Centraal Bureau voor de Statistiek].
- 5.5. If the performance of the order given to the Contractor is delayed at the request of the Customer or due to his/its failure to provide data or instructions or other causes attributable to the Customer, the Contractor may charge the resultant extra costs, such as loss of interest, in the form of increased prices.

### **ARTICLE 6 - PAYMENT**

- 6.1. The invoices of the Contractor shall actually be paid in the currency as indicated in the invoices in question within 14 days after invoice date without any discount, deduction or setoff. The Customer is not entitled to postpone his/its payment obligations. The value date stated on the bank giro statements of the Contractor shall be deemed the day of payment.
- 6.2. If the Customer does not comply with his/its obligations to the Contractor within the agreed term of payment, the Customer shall be in default by operation of law without any notice of default being required. As from the moment on which the Customer is in default up to the day of full payment, the Customer shall be due to pay default interest of 1.5% on the amount due per month or part of a month, without prejudice to the right of the Contractor to full compensation under the law.
- 6.3. All costs of collection of both the judicial and extrajudicial costs owed by the Customer shall be for the account of the Customer. These costs shall include, for example, the costs of attachment, bankruptcy/winding-up petition, debt-collection costs and the costs of the lawyers, bailiffs and other experts to be engaged by the Contractor.
- 6.4. On or after entry into the Agreement the Customer shall be obliged to make advance payments for the amounts indicated by the Contractor whenever a first request to that end is made by the Contractor. The Contractor is not obliged to pay interest on advance amounts.
- 6.5. The Contractor may require the Customer to provide, to his/its satisfaction, security for compliance with his/its obligations, if the Contractor has good reasons to fear that the Customer will not comply with his/its obligations.
- 6.6. The Customer shall be deemed to have accepted and agreed invoices if the Contractor has not received by



registered mail a letter of objection to these invoices within eight days after invoice date.

#### **ARTICLE 7 - DELIVERY/RISK**

- 7.1. Unless otherwise agreed in writing, the Contractor shall (charge others to) actually deliver the Products at the Location of Use.
- 7.2. The Products shall be for the risk of the Customer from the moment of delivery, or from the moment that the Customer refuses to take receipt or is deemed to have refused to take receipt within the meaning of Article 8.2.
- 7.3. The Contractor may make partial deliveries.

#### **ARTICLE 8 - TAKING RECEIPT OF THE PRODUCTS**

- 8.1. The Customer shall cooperate with the delivery and take receipt of the Products. If the Customer fails to take receipt of the products, the Contractor may charge any costs involved (including the costs of storage, transport and insurance) to the Customer.
- 8.2. The Customer shall be deemed to have refused to take receipt of the ordered Products if they have been offered for delivery but delivery proved to be impossible. The day on which the Customer refuses to take receipt of the products shall be deemed to be the day of delivery.

#### **ARTICLE 9 - DELIVERY TIMES AND TIME LIMITS**

- 9.1. Delivery times and other time limits (such as Completion Periods) shall take effect on the first working day after conclusion of the Agreement, unless otherwise agreed in writing. The delivery times and time limits quoted by or agreed with the Contractor shall be based on the circumstances current at the time of conclusion of the Agreement. The Contractor shall make his/its utmost effort to meet these time limits.
- 9.2. Delivery times and other time limits quoted or agreed may never be regarded as a deadline. In the event of failure to meet the delivery times and other time limits, the Customer shall give the Contractor written notice of default, setting a reasonable period of grace.
- 9.3. Delivery times and time limits shall be suspended if and for as long as the Customer has not complied with his/its outstanding payment obligations to the Contractor or if the Customer has not complied or has not complied satisfactorily with his/its obligation to provide the information necessary for the fulfilment of the Contractor's performance or if the Customer has not complied or has not timely complied with his/its obligations in connection with the

production and/or Completion of the Products (such as obtaining a building permit).

- 9.4. The Contractor may suspend new deliveries if and for as long as the Customer has not complied with his/its payment obligations to the Contractor.
- 9.5. The Contractor shall not be liable for damage as a result of failure to meet delivery times or other time limits.

#### **ARTICLE 10 - INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS**

- 10.1. The Customer may not remove or alter any designation concerning copyrights, trademarks, trade names, patents or other rights from the delivered Products.

#### **ARTICLE 11 - INSTALLATION/CONSTRUCTION/ DISMANTLEMENT AND LOCATION OF USE**

- 11.1. The Contractor or a third party designated by him/it shall take care of installation and/or construction and, if applicable, dismantlement of the Products, unless otherwise agreed in writing.
- 11.2. Installation, construction and dismantlement costs shall be borne by the Customer.
- 11.3. The Customer shall ensure that the transport vehicles of a size as indicated by the Contractor or, failing this, standard transport vehicles, which have to be used to deliver the Products to or collect the Products from the Customer, have free and unobstructed access to the Location of Use.
- 11.4. The Customer shall be responsible for the choice of the Location of Use at which the Products can be properly and safely set up and shall ensure that the foundation is sufficiently stable and sturdy to bear the Products (whether or not in combination with other Products) and shall use the Products in a way that is consistent with their intended use. The Customer shall ensure that a Location of Use is fully prepared, including marking of the exact Location of Use, at his/its expense. The Customer shall ensure that the grade of the foundation of the Location of Use does not exceed 20 cm from the one side to the other side.

#### **ARTICLE 12 - PRODUCT CLAIMS**

- 12.1. If and to the extent that no specific provision has been made in an Agreement for inspection of the Products upon acceptance of their delivery, the Customer shall inspect the Products as fully as possible immediately after delivery, or in the event of non-finished product, immediately after Completion. Any claims concerning faults or defects in respect of the Products, which shall also include differences in

quantity, weight, composition or quality between the delivered Products and their description in the Agreement, shall be notified to the Contractor in writing with reasons not later than within two working days after delivery or after Completion.

Faults or defects that cannot reasonably be discovered within the aforementioned period shall be notified to the Contractor in writing with reasons immediately after their discovery and not later than within sixty days after delivery or Completion. If a claim is not submitted within the aforementioned period, then all possible claims of the Customer in respect of faults or defects in respect of the Products shall lapse. The Customer shall also be obliged to keep a defective part and return it carriage paid to the Contractor at his/its first request.

- 12.2. If and to the extent that the Contractor is satisfied that a complaint is justified, the Contractor shall be exclusively obliged, at his/its option, to repair the defect(s) or to replace the defective Products without the Customer being entitled to also assert any right to whatever compensation. Claims shall not be accepted if the defects do not prevent or essentially impede the use of the Products.
- 12.3. The submission of a claim shall not release the Customer from his/its payment obligations to the Contractor.
- 12.4. Products may be returned only with the prior written consent of the Contractor under terms and conditions to be determined by the Contractor.

#### **ARTICLE 13 - MAINTENANCE AND USE OF THE PRODUCTS**

- 13.1. During the rental period or, in the case of purchase, for as long as the Contractor retains the title to the Products, the following rules of maintenance and use of the Products shall apply.
- 13.2. The Customer shall not make or permit any changes or apply any materials in or to the Products without the prior written consent of the Contractor. Notwithstanding the consent of the Contractor in respect of the aforementioned, at the end of the rental the Customer shall see to the removal of applied materials and restoration to the original condition for his/its account without the Customer being entitled to claim any compensation in this respect.
- 13.3. The Contractor shall be exclusively authorised to carry out maintenance and make changes and/or repairs, unless the Customer has been given written permission to carry out this



- work himself/itself or to have this work carried out by third parties.
- 13.4. The Customer shall be deemed to have received the Products in a good condition and state of maintenance. The Customer shall carefully use the Products in a way that is consistent with their intended use and keep the Products in good condition and state of maintenance, with the exception of normal wear and tear, for his/its account. The Customer shall take care of all minor and daily repairs to the rented property, including cleaning and unblocking drains, supply and drainage pipes, sanitary installations, sinks, maintenance of mains for gas, electricity, shutters, blinds, Venetian blinds, awnings, cranes, window and door hardware, internal paintwork and window panes.
- 13.5. The Customer shall be responsible for the day-to-day management of the (communal) domestic water system. If and to the extent that such is required by law or regulations, the Contractor, after delivery of the Products to the Customer, shall provide the Customer with a "risk analysis" in respect of this system and then draw up a management plan. The Customer shall provide the Contractor with the necessary information concerning the use of the system for the purpose of preparing the risk analysis. The costs of the risk analysis and the management plan shall be for the account of the Customer.
- 13.6. In the event of frost and snow the Customer shall take all measures to prevent the freezing of heating units and/or pipes. Damage to the Products due to freezing shall be for the account of the Customer.
- 13.7. The Contractor shall have the right to inspect the Products from time to time. In the event that the Contractor believes that the Products are being used incorrectly or negligently, the Contractor shall have the right to repossess the Products and/or to (charge others to) restore the Products to a good condition and state of maintenance at the expense of the Customer.
- 13.8. If at the end of the rental period (on return to the depots of the Contractor or third parties engaged by it) the Products, in the opinion of the Contractor, are no longer in a good condition and state of maintenance, with the exception of normal wear and tear through use, the Contractor shall inform the Customer of his/its findings and (charge others to) restore the Products to their original state of maintenance at the expense of the Customer.

- 13.9. The Customer shall comply with all statutory requirements, including licence requirements or instructions from the competent authority, in respect of the use, maintenance and storage of the Products by the Customer. If public roads are used in connection with the Products, the Customer shall ensure that the necessary approvals of the competent authorities have been obtained.
- 13.10. The Customer shall not use or store dangerous substances in the Products, except if and to the extent that this is common practice in the commercial operations of a business support office. The use and storage of dangerous substances shall be for the exclusive account and risk of the Customer.
- 13.11. The Customer shall not sell, transfer, or (sub)rent out the Products or encumber them with a limited right or (otherwise) give them to a third party for this third party's use. In the event that the Customer breaches the preceding provision, he/it shall forfeit in that case an immediately due and payable fine of € 12,500 without a warning notice, notice of default or court intervention being required and without prejudice to the Contractor's right to full compensation under the law.
- 13.12. The Customer shall place and maintain beacons at the location in question if this is required in view of the situation at the location in question and/or any public order or safety by-law or other regulations of the competent authority in force at this location.
- 13.13. The Customer shall not (charge others to) transport or remove the Products without the prior written consent of the Contractor.

#### ARTICLE 14 - LICENCES/APPROVALS

- 14.1. The Customer shall ensure that he/it has obtained in good time at his/its expense the licences and approvals (such as building licences) required under the law or otherwise before the Completion, the use and the dismantlement of the Products.

#### ARTICLE 15 - ACCESSION/BUILDING AND PLANTING RIGHTS

- 15.1. During the rental period, or in the event of sale, for as long as the Products are still subject to the Contractor's retention of title, the Customer shall be prohibited from permanently attaching the Products to immovable property, including the soil. If in the case of rental the Customer acts in breach of the preceding provision, this shall not however create ownership rights to the rented-out Products for the owner of the ground, as the parties only intend, by means of the rental

agreement, temporary use of the rented-out Products at the location in question.

- 15.2. During the periods stated in Article 15 (1) the Customer shall establish, at the first request of the Contractor, building and planting rights on the Products delivered by him/it without the Contractor having to pay a fee therefor. The building and planting rights shall be established for the account of the Customer.

#### ARTICLE 16 - DEFAULT/TERMINATION OF THE AGREEMENT/ COMPENSATION/ SUSPENSION

- 16.1. If: a. The Customer files a petition for his bankruptcy/its winding up, is declared bankrupt/insolvent or applies for a moratorium of payments; or b. a decision is taken and/or action is taken to liquidate the Customer or to discontinue the business operations of the Customer or to sell the business operations of the Customer or, in the opinion of the Contractor, the nature of the business operations essentially changes; or c. the Customer does not comply or does not fully comply with any of his/its obligations under the law or contractual conditions; or d. the Customer fails to pay an invoice amount or a part of an invoice amount within the period stipulated for payment; or e. attachment is levied on the entire assets or part of the assets of the Customer, the Customer shall be deemed to be in default by operation of law and the (remaining) debt of the Customer to the Contractor shall be immediately due and payable. In that case the Contractor shall be entitled to immediately terminate the Agreement, in part or in whole, without notice of default or court intervention and without prejudice to the Contractor's other rights, such as rights in respect of fines already due, interest and the right to compensation. The Contractor shall not be obliged to pay any compensation to the Customer if the Agreement is terminated under the provisions of this article.

- 16.2. In the event of a situation as referred to in Article 16 (1), the Contractor may repossess the Products, free of all rights, from the Customer and shall not be obliged to re-deliver the Products to the Customer. In such a case the Contractor and his/its authorised representative(s) shall be entitled to enter the grounds and buildings of the Customer in order to take possession of the Products. The Customer shall take the necessary measures in order to give the Contractor the opportunity to implement his/its rights and shall remove in good time all objects which have not been delivered by the Contractor and are in the



Products. The Contractor shall not be liable for the objects that are in the Products delivered by the Contractor when the Products are reprocessed.

#### ARTICLE 17 - OBLIGATION TO PROVIDE INFORMATION

- 17.1. During the rental period or (in the case of sale) for as long as the Products are still subject to the Contractor's retention of title, the Customer shall immediately inform the Contractor by telephone and in writing of damage to or caused by the Products and he/it shall send the Contractor witness statements and/or other documents pertaining to the event as soon as possible.
- 17.2. The Customer shall immediately have the police draw up a report on the event as referred to in Article 17 (1) and send it to the Contractor.

#### ARTICLE 18 - LIABILITY/INDEMNITY

- 18.1. Except in the event of mandatory rules of law, such as rules concerning product liability, the liability of the Contractor is expressly limited to the obligations pursuant to Article 12. For that reason, the Contractor shall not be liable in connection with the rental or sale of the Products for (other) damage, including consequential damage or damage as a result of claims of third parties against the Customer.
- 18.2. Subject to the provisions of the first sentence of Article 18 (1), the Contractor shall not be liable for damage of whatever nature caused (directly or indirectly) by the Products or by their use or their unsuitability for the purpose for which the Customer has used the Products.
- 18.3. The Contractor shall not be liable for damage of whatever nature caused by the acts or negligence of staff employed by the Contractor or other persons whose services are used by the Contractor, including recommendations or advice given by these persons for the application and use of the Products.
- 18.4. If the Contractor cannot be deemed producer in accordance with Section 6:187 et seq. of the Netherlands Civil Code [*Burgerlijk Wetboek*], then in the event of a claim on account of bodily injury or damage to goods to be used for personal purposes, the Customer shall exclusively and directly notify such a claim to the producer of the product in question and not to the Contractor.
- 18.5. The Customer shall indemnify the Contractor and third parties engaged by him/it in the event of claims of third parties in connection with the existence of and/or use of the Products in respect of damage for

which the Contractor is not liable under the Agreement.

- 18.6. The Customer shall not hold staff members of the Contractor and other persons engaged by the Contractor for the performance of the Agreement personally liable.
- 18.7. The Contractor shall not be liable for nor shall he/it guarantee the condition or suitability of the facilities that are available at the Location of Use.
- 18.8. Notwithstanding the aforementioned, if the Contractor would nevertheless be obliged to pay compensation on the basis of reasonableness and fairness, the Customer expressly acknowledges that the Contractor's liability to the Customer shall be limited in any case, contractually or otherwise, to the risk and the amount that can be reasonably insured by the Contractor, also taking into account the price of the deliveries made by the Contractor and that which is customary in the branch, or, to the extent that this is lower, the contract price in question, and the Contractor's liability for personal injury and for material damage to the Products and the property of the Customer and of third parties shall amount to no more than the total amount paid out by the Contractor's insurer for each series of events with one and the same cause.
- 18.9. The liability limitations in this article shall not apply in the event of intent and/or deliberate recklessness on the part of the Contractor.

#### ARTICLE 19 - FORCE MAJEURE

- 19.1. If due to a situation of force majeure of a temporary or permanent nature the Contractor is prevented from (further) performing the Agreement, irrespective of the question as to whether the force majeure was foreseeable, the Contractor shall be entitled to dissolve the Agreement, by means of a statement to that effect without court intervention and without any obligation to pay compensation, and without prejudice to the right of the Contractor to payment from the Customer for performances already carried out by the Contractor before a situation of force majeure arose or to partially or fully suspend the further performance of the Agreement. The Contractor shall inform the Customer of a situation of force majeure as soon as possible. In the event of suspension, the Contractor shall still be entitled to declare the Agreement partially or fully dissolved.
- 19.2. In these General Terms and Conditions "force majeure" shall mean all circumstances which make it temporarily or permanently impossible for the Contractor to

comply with his/its obligations, such as fire, weather conditions which, as is customary in the building industry, prevent the performance of work (for example frost), strike or lock-out, riot, war, government measures such as import or export restrictions, continuing default of suppliers, transport problems, natural disasters, interruptions in the business operations of the Contractor or in that of suppliers, electricity failures, theft or misappropriation from the Contractor's warehouses or workshops and in addition, all circumstances in which the Contractor cannot be reasonably required to (further) comply with his/its obligations to the Customer. Force majeure of the Contractor's suppliers shall also be deemed to be force majeure of the Contractor.

#### ARTICLE 20 - PROTECTION OF PERSONAL DATA

- 20.1. The Contractor collects and processes information concerning the Customer and officers, employees or representatives of the Customer (personal data) in connection with the management of the Customer's account. In this context, the Contractor may make an analysis of the personal data in order to provide a better service to the Customer. The Contractor may also process the personal data for marketing and other general purposes in connection with the Contractor's operations. The Customer shall consent to the Contractor processing the personal data for these purposes.
- 20.2. The Customer shall also consent to the Contractor forwarding personal data to other participants of the group of which the Contractor is part, wherever in the world and disclosing personal data to his/its suppliers or third parties if this is necessary for the performance of the Customer's order.
- 20.3. The Customer shall ensure at all times that he/it has and continues to have the necessary consent in respect of the aforementioned from his/its officers, employees and representatives.
- 20.4. The Customer shall indemnify and compensate the Contractor in connection with the aforementioned in respect of claims of third parties (including any claims of the aforementioned officers, employees or representatives or the Data Protection Authority [*Registratiekamer*]).

#### ARTICLE 21 - INSURANCE

- 21.1. Unless otherwise agreed in writing, the Customer shall be obliged to take out a sound insurance policy for



the Products of the Contractor against fire, loss, theft and damage in the manner customary for the Products concerned during the rental period or (in the case of sale) for as long as the Products are still subject to the Contractor's retention of title. Immediately upon the occurrence of an insured event, the Customer shall transfer his/its rights under the insurance policy to the Contractor at the first request of the Contractor. The Customer shall immediately present the insurance policies in question to the Contractor at his/its request.

#### ARTICLE 22 - PERFORMANCE

22.1. The Contractor may engage third parties for the performance of the Agreement.

#### ARTICLE 23 - JOINT AND SEVERAL LIABILITY

23.1. Where the Customer consists of various persons and/or companies, these persons and companies shall be jointly and severally liable to comply with the obligations under the Agreement.

#### ARTICLE 24 - APPLICABLE LAW/COMPETENT COURT

24.1. The Agreement shall be governed by Dutch law. The Applicability of the Vienna Sales Convention 1980 (CISG) is excluded.

24.2. All disputes arising from or related to an Agreement shall first be submitted exclusively to the competent court for the area in which the Contractor has his/its registered office, without prejudice to the right of the Contractor to submit a dispute to the competent court for the area in which the Customer has his/its registered office.

#### ARTICLE 25 - AMENDMENTS

25.1. The Contractor may amend these General Terms and Conditions. The Customer shall be deemed to have accepted the amendments in question if the Contractor has not received within 14 days a written objection to his/its written notification of an intended amendment.

#### SPECIFIC RENTAL PROVISIONS

##### ARTICLE 26 - GENERAL

26.1. These provisions shall additionally apply to the provisions of this general part of these General Terms and Conditions.

26.2. In the event of a conflict between the general part of these General Terms and Conditions and the Specific Rental Provisions, the Specific Rental Provisions shall take precedence.

##### ARTICLE 27 - RENTAL PERIOD

27.1. Unless otherwise agreed in writing, the rental period shall start on the day of delivery, or in the event of non-finished Product, on the day of Completion.

27.2. The rental period shall end on the date indicated in the Agreement (the "end date") without prejudice to the right of the Contractor to terminate the Agreement before the end date pursuant to Article 16 and/or Article 19. If, in the opinion of the Contractor, the rented Products have not been returned complete and in good condition to the Contractor on the end date, a new rental agreement shall be deemed to have been entered into for the same period and under the same terms and conditions, unless if and to the extent that the Contractor notifies the Customer to the contrary within 2 weeks after the end of the original rental period.

##### ARTICLE 28 - PAYMENTS/RENT

28.1. Rent shall be paid after the start of the rental period on the first day of each month, unless otherwise agreed in writing. Payments for transport, delivery and Completion as well as other costs shall be made at the start of the rental period, unless otherwise agreed in writing. Payments for dismantlement and return of the Products shall be made at the end of the rental.

28.2. The rent and the other payments shall be reviewed on the 1st of January of each year on the basis of the Consumer Price Index (CPI) All Households Series (2000=100), as published by Statistics Netherlands [Centraal Bureau voor de Statistiek].

28.3. Taxes, levies and charges due for (the use of) the Products shall be for the account of the Customer.

##### ARTICLE 29 - LIABILITY/INDEMNITY

29.1. On delivery or Completion until the return of the Products to the depots of the Contractor (or third parties designated by the Contractor), the Customer shall be fully responsible and liable for the rented Products, and all risks of the Products shall be for the account of the Customer. The Customer shall be liable for all damage to or in connection with (the use of) the Products, however caused, irrespective of whether such damage arose through the fault of the Customer or third parties or through any defect, whether hidden or not, in the Products, unless the Contractor is liable pursuant to provisions of mandatory law in respect of (product) liability.

29.2. The Customer shall be obliged to compensate and indemnify the Contractor or third parties engaged by the Contractor in respect of all damage that he/it may incur on

account of loss or theft of or damage to the Products, death or injury of third parties or damage to property of the Contractor or third parties as a result of (full or partial) use or the condition of the Products, during the period that the Customer was responsible for the Products as indicated in Article 29 (1), irrespective of the cause thereof, unless the Contractor is liable therefor under the Agreement.

29.3. The obligations under the present article shall continue to apply after the end of the rental. The obligation of indemnification shall apply irrespective of whether the damage in this respect arose before or after the Customer returned the Products to the Contractor or third parties.

29.4. The aforementioned obligations shall apply without prejudice to the provisions of Article 18.

##### ARTICLE 30 - REPLACEMENT

30.1. During the rental the Contractor may replace the rented-out Products with other Products of the same type.

##### ARTICLE 31 - RETURNING PRODUCTS

31.1. Except with the prior written consent of the Contractor, the Customer may not return the Products before the end of the agreed duration of the rental under penalty of a fine of € 12,500 without prejudice to the Contractor's right to full (compensation) payment pursuant to Article 31(2) and the law. The costs of returning the Products shall be for the account of the Customer.

31.2. If - with the written consent of the Contractor - the rented Products are returned to the Contractor before the end of the rental, the Customer shall be obliged to pay the Contractor the payments due under the Agreement on the basis of the agreed rental period as additional (storage) charges on account of the return of the rented-out Products before the end of the rental.

#### SPECIFIC SALE PROVISIONS

##### ARTICLE 32 - GENERAL

32.1. These provisions shall additionally apply to the provisions of the general part of these General Terms and Conditions.

32.2. To the extent that there is a conflict between the general part of these General Terms and Conditions and the Specific Sale Provisions, the Specific Sale Provisions shall take precedence.

##### ARTICLE 33 - RETENTION OF TITLE

33.1. All Products shall remain the property of the Contractor until the Customer has made full payment of all amounts owed to the Contractor under an Agreement, including



claims on account of failures to comply with an Agreement (such as interest, costs and fines), as referred to in Section 3:92 of the Netherlands Civil Code [*Burgerlijk Wetboek*].

- 33.2. The Customer may not sell or transfer the Products or encumber them with a limited right or (sub)rent them out or (otherwise) give them to a third party for this third party's use or remove or transport the Products for as long as the Products are subject to the Contractor's retention of title.
- 33.3. Until such time as the Products are no longer subject to the Contractor's retention of title, the Customer shall be obliged to leave the Products in their original form and he/it may not alter the Products, which shall also include the creation of a new object, accession or merger.
- 33.4. The Customer is obliged to inform third parties (such as receivers and attaching parties who claim any right in respect of the Products subject to the Contractor's retention of title) in writing of the Contractor's retention of title. In such a case the Customer shall immediately inform the Contractor in writing thereof.

**Note: The original Dutch text of these General Terms and Conditions shall prevail over versions published in any other language.**