

General terms and conditions of lease

<p>Art. 1 Scope These General terms and conditions of lease apply to all legal relationships between the Lessee and the Lessor. The Lessor explicitly rejects any general terms and conditions of the Lessee.</p> <p>Art. 2 Offer and agreement 2.1 The Lease is concluded when it is signed by the Lessor and the Lessee or it has been confirmed by the Lessor in another way. 2.2 The Lessor is not authorised to transfer its rights and obligations under the Lease to a third party without prior express written consent.</p> <p>Art. 3 Payments 3.1 The agreed rent is exclusive of VAT and applies exclusively to the use of the Equipment in Europe. 3.2 All costs of transport, fuel, packaging, consumables, delivery, installation and other levies imposed by the authorities shall be borne by the Lessee. These costs are therefore not included in the rent. These costs must be paid at the same time as the (first) lease term.</p> <p>Art. 4 Lease term 4.1 The lease term commences on the date and time as agreed. In particular: A. if it has been agreed that the Lessor will deliver the Equipment: at the time when the Lessor has made the Equipment available at the agreed location; B. if it has been agreed that the Lessee will collect the Equipment at an agreed location: at the agreed time. 4.2 The Lessor will not be in breach of its obligation to make the Equipment available until after it has been given a further reasonable period of time to make it available and the Lessor has failed to do so in that further period. 4.3 If the Lessee does not take delivery of the Equipment at the agreed location for a reason not attributable to the Lessor, the Lessee will be in default. All costs related to the non-acceptance will be charged to the Lessee. 4.4 The lease term ends as soon as the agreed period has expired, unless explicitly agreed otherwise. The lease term actually ends when the Equipment has actually been returned to the Lessor.</p> <p>Art. 5 Examination and complaints 5.1 The Lessee must examine the Equipment for visible defects at the time of acceptance. If visible defects are present, the Lessee must report this on the CMR consignment note. The Equipment will be deemed to have been delivered in good condition and in accordance with the contract if and insofar as nothing is stated on the CMR consignment note and/or other transport documents. 5.2 Complaints based on <u>visible defects</u> will lapse if the Lessee does not notify the Lessor of the defect in writing within 24 hours of taking possession of the Equipment. 5.3 <u>Non-visible defects</u> which were not discovered at the time of the inspection (see section 1) and which also could not have been discovered, must be reported by the Lessee to the Lessor in writing within 48 hours of their discovery, or at least reasonably after the Lessee could have discovered the defect, accurately stating the nature and grounds for the complaints/faults. After this period, the Lessee can no</p>	<p>longer claim in respect of a non-visible defect in the Equipment. 5.4 Defects that the Lessee has not discovered on time because it has failed to carefully check the Equipment for soundness, integrity and completeness after it has been purchased, or defects that the Lessee does not notify the Lessor in writing in good time, cannot constitute grounds for a reduction in the rent, dissolution of the lease or compensation for loss or damage. 5.5 Any legal claims must be brought before the competent court under these terms and conditions no later than 12 months after the notification of the complaint, failing which such rights lapse. As a result of the expiry of this period, any claim for damages shall become null and void.</p> <p>Art. 6 Return after termination of the lease 6.1 Unless expressly agreed otherwise, the Lessee will return the Equipment to the Lessor at the end of the lease at the agreed location. The Lessee must return the Equipment, cleaned and in the original condition (as stated on the delivery note), to the Lessor or a third party designated by the Lessor. All (transport) costs incurred in connection therewith are for the account of the Lessee. 6.2 If the Lessee fails to make the Equipment available to the Lessor at the agreed place and date (termination of the lease), the Lessee will be in default without the need for a notice of default or a reminder from the Lessor. 6.3 In that case, the Lessee must pay compensation for loss/usage equal to the rent, without prejudice to the right to full compensation. 6.4 If, after the Equipment has been returned, it appears that it has been damaged or has not been cleaned by the Lessee, the Lessee will be liable for the loss and costs incurred by the Lessor as a result, unless the Lessee demonstrates that the damage and the lack of cleanliness are the result of circumstances for which it cannot be held liable. 6.5 The Equipment is and remains the property of the Lessor. The Lessee may not sell and/or transfer the Equipment to any third party or encumber it with any limited right without prior written consent. The Lessee is also not permitted to enter into an agreement with any third party whereby the Customer undertakes to perform the said juridical acts. 6.6 If the Equipment is seized (or threatens to be seized) or third parties assert claims against the Equipment, the Lessee is obliged to inform the Lessor of this immediately. The Lessee must then act in accordance with the Lessor's instructions.</p> <p>Art. 7 Payment and security 7.1 There is a deadline for payment of 30 days after the invoice date, unless the parties have explicitly agreed otherwise in writing. 7.2 If the deadline (section 1) is exceeded, the Lessee will be immediately in breach without a summons or notice of default being required. At that moment: <ul style="list-style-type: none"> • all outstanding invoices from the Lessor to the Lessee will become immediately due and payable in full; • the Lessee must return the rented Equipment to the Lessee at the Lessee's first request in accordance with the provisions of Article 6 of these general conditions. 7.3 The right of the Lessee to set off claims against the Lessor is expressly excluded.</p>
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- 7.4 The Lessee is not permitted to suspend any of its obligations under the lease or under any other agreements between the parties in whole or in part.
- 7.5 If the Lessor is of the opinion that the Lessee is in a bad financial situation or the insolvency of, or a moratorium in favour of, the Lessee has been filed or pronounced, the Lessee is immediately in default. At that moment the requirements as mentioned in section 2 apply.
- 7.6 From the moment of default, as described in section 2, the Lessee owes interest of 1.5% per month on the full invoice amount, whereby a part of a calendar month is considered to be a whole calendar month.
- 7.7 If the payment term is exceeded (section 1), the Lessee will owe extrajudicial costs. These extrajudicial (collection) costs are set at a minimum of 15% of the amount due including VAT, with a minimum of €250.00 excluding VAT, without prejudice to the Lessor's right to compensation for other loss.
- 7.8 All judicial costs incurred by the Lessor in order to ensure compliance with the obligations of the Lessee will be reimbursed by the Lessee. 'Legal costs' here includes the costs of a application for insolvency, by way of a enforcement proceedings.
- 7.9 The Lessor is entitled at any time, if in its reasonable opinion the financial situation of the Lessee gives cause to do so, to require advance payment or the provision of security and, in anticipation thereof, to suspend the performance of the agreement.
- 7.10 Unless expressly agreed otherwise in writing, the Lessee shall be required to pay a deposit per agreement in respect of rent and any loss. The deposit is, at the discretion of Lessor, determined in proportion to the stated lease term and the value of the leased property. Upon renewal of the agreement, the Lessee must pay a new deposit at the Lessor's request.
- 7.11 If the Lessee fails to pay the deposit on time, the Lessor may unilaterally terminate the agreement, without prejudice to the Lessor's right to compensation.
- 7.12 The Lessee may not regard the deposit as a prepayment of future rent. Nor may the Lessee regard the deposit as a lump sum for any risk of damage, theft or embezzlement of the leased property. At the end of the agreement, the Lessor may set off the amounts owed by the Lessee against the deposit. If it is established that the Lessee has fulfilled all its obligations under the agreement, the Lessor will return the deposit to the Lessee.
- Art. 8 Obligations of the Lessee**
- 8.1 The Lessee must use the Equipment with due care, in accordance with its intended use and its features, as indicated in the user instructions and in accordance with the applicable laws and regulations and/or guidelines customary in the sector.
- 8.2 The Lessee must ensure the Equipment is used exclusively by authorised employees/employees with sufficient expertise in the performance of their duties.
- 8.3 With regard to the Equipment, the Lessee undertakes:
- A. to keep it in good condition by following the manufacturer's instructions for use and the instructions of Lessor;
- B. to regularly inspect the proper functioning and, as far as not otherwise agreed, to timely provide the necessary daily maintenance to preserve the proper functioning, in accordance with the specifications of the manufacturer and the Lessor;
- C. not to move or relocate the Equipment from the location where it is intended to be used on the basis of the lease
- until prior permission has been obtained from the Lessor for that purpose.
- 8.4 The Lessee is not permitted without the prior written consent of the Lessor:
- A. to use the Equipment for purposes other than those agreed upon;
- B. to make changes to the Equipment or the Equipment's nature, or to physically secure it to registered property.
- C. to (sub)lease the Equipment in whole or in part to, and/or to make it available to, and/or allow it to be used by, third parties.
- 8.5 If a licence is required for the use of the Equipment, the Lessee is obliged to ensure that the licence is obtained in good time.
- 8.6 The Lessee is obliged to take preventive measures to prevent the theft of the Equipment.
- 8.7 The Lessee must always allow the Lessor access to the premises and buildings of the Lessee in order to take possession of the Equipment in question. All costs associated with this and any loss suffered by the Lessor as a result thereof are for the Lessee's account.
- 8.8 The Lessor reserves the right to replace the Equipment with similar Equipment during the term of the lease, if in its opinion this is desirable or necessary. In that case, the Lessee cannot claim compensation for any loss, set-off, suspension, deduction or dissolution of the agreement.
- 8.9 If the Lessee does not comply with the provisions of this article, it will owe an immediately payable penalty of €1,000.00 per day up to a maximum of €20,000.00 without the Lessor having to give the Lessee notice of default, and without prejudice to the Lessor's right to full compensation.
- Art. 9 Damage, risk and loss**
- 9.1 Unless the parties expressly agree otherwise in writing, the most recent Incoterms shall apply. On delivery of the rented Equipment by the Lessor to the Lessee, CPT applies (Incoterms: **Carriage Paid To**). The Lessor pays for the transportation. The risk of loss of or damage to the Equipment and any additional costs shall pass from the Lessor to the Lessee from the moment that the goods are transferred to the carrier. The Lessee therefore bears the risk of the transport, including loading and unloading.
- 9.2 The Lessee must ensure that the necessary and authorised personnel are present on the agreed date and time to receive or return the Equipment. Loading and unloading facilities must be available. Loading and unloading must take place in a (public) place with a paved surface accessible to lorries.
- 9.3 Operation and use of the Equipment is at all times at the Lessee's risk.
- 9.4 The Lessee is liable for all damage to and the disappearance of the Equipment that occurs during the lease term, or at least during the period until it has returned the Equipment to the Lessor. The Lessee is liable regardless of whether it is to blame for the damage, loss, theft or rendering the Equipment unusable or worthless.
- 9.5 Damage to the Equipment caused within the period in which the Lessee is responsible for the Equipment must be reported to the Lessor in writing immediately after its discovery, and no later than 48 hours following its occurrence.
- 9.6 In the event of theft, loss, loss or destruction of the Equipment, the Lessee is obliged to report this to the Lessor within 24 hours of discovery and to report the theft to a police station. The Lessee is obliged to send a (copy of the) report to the Lessor.

- 9.7 If the Lessee fails to file a report and/or to submit a police report to the Lessor, the theft shall be deemed to be embezzlement.
- 9.8 In the event of theft, loss, loss, destruction, damage or (economic) total loss of the Equipment, the Lessee undertakes to compensate the Lessor for the loss at the new value.
- 9.9 In the event that repair is still possible/ the use of the Equipment by the Lessee necessitates repair of the Equipment, this must be carried out by persons appointed by the Lessor. The costs of repair are at the expense of the Lessee.
- 9.10 Expertise made available by or on behalf of the Lessor for the purpose of determining damage, repair and/or cleaning costs to the Equipment is at the expense of the Lessee. The Lessee agrees in advance that an assessment will be carried out at the expense of the Lessee, by a recognised assessment agency appointed by the Lessor or by the Lessor itself.

Art. 10 Liability of Lessor

- 10.1 The Lessor is not liable for any loss suffered by the Lessee, except insofar as the Lessee can prove intent or gross negligence on the part of the Lessor.
- 10.2 The Lessor is under no circumstances liable for any consequential or financial loss suffered by the Lessee.
- 10.3 Under no circumstances shall the Lessor be liable for loss of turnover and/or loss of profit, hire/purchase of a replacement item, damage caused by delay or stoppage, labour, interest, repair and transport costs and penalties.
- 10.4 All loss other than personal injury (see under b) is expressly limited to:
 A) an amount of €2,500.00, not including VAT.
 B) Personal injury to third parties is explicitly limited to the amount that is paid out by the insurance company in that particular case, plus the Lessor's insurance excess. If, for whatever reason, no payment is made under the insurance, the liability for loss is explicitly limited to the amount of €10,000.
- 10.5 The Lessor shall be entitled to have the loss assessed by an independent expert from the sector to be appointed by it.
- 10.6 Loss shall in any case be understood to include loss due to failure to perform, loss from termination of contract, and tortious loss.
- 10.7 The period within which the Lessor can be held liable for the loss (right of action) is in all cases limited to a period of 1 month after the harmful event has occurred, after which the liability lapses.
- 10.8 All claims for loss must be submitted to the competent court in accordance with these general conditions (legal action) within 12 months from the date on which the claim for damages was made. After this period, the Lessee's right to compensation expires.
- 10.9 If the Lessor is held liable by third parties, the Lessee hereby undertakes to indemnify the Lessor against all consequences of this liability.
- 10.10 The Lessee indemnifies the Lessor against all claims by the Lessee or third parties for compensation as a result of direct, indirect and/or consequential loss.

Art. 11 Force majeure

- 11.1 The term 'force majeure' is as defined in Book 6 Article 75 of the Dutch Civil Code.
- 11.2 Force majeure shall in any case include but not be limited to: failures by the Lessor as a result of war or threat of war, government measures, transport bans, terrorism, riots,

riots, acts of war, strikes (organised and unorganised), sit-ins, strikes, floods, transport problems, fire, water damage, machinery defects and failures in the supply of energy at the Lessor's premises or at the premises of the Lessor's suppliers, as well as non-performance by the Lessor's suppliers.

- 11.3 In the event of force majeure, Lessor is entitled, without judicial intervention, to suspend the performance of the lease for the duration of the situation of force majeure, without the Lessor thereby being obliged to pay compensation.
- 11.4 If the force majeure has lasted longer than one month or if it is certain that the force majeure will last longer than one month, either party is entitled to terminate the lease in whole or in part in writing. In such a case, the Lessor is similarly not obliged to compensate the Lessee for any loss.

Article 12 Termination/Cancellation

- 12.1 The Lessor shall be entitled to terminate this lease with immediate effect, without the need for judicial intervention, and without being obliged to pay any compensation for any loss whatsoever, by notice sent by registered post, in the event that:
- The Lessee refuses, at first request, to pay in advance or to provide adequate security in the circumstances referred to in Article 7 section 9;
 - The Lessee applies for a moratorium, the Lessee files an application for insolvency, or if a third party files an application for the Lessee's insolvency, or the Lessee's business is dissolved;
 - The Lessee dies;
 - The Lessee fails to comply fully, properly, on time, or at all with any obligation arising from the lease and these general conditions towards the Lessor and, despite a request to that effect, has failed to fully comply with such obligation within 5 working days of such a request.
- 12.2 Cancellation by the Lessee of a lease requires the prior express written consent of the Lessor. Without prejudice to the Lessor's right to full compensation, the Lessor is entitled to compensation in the event of termination of a lease on account of the Lessee's failure to comply with its obligations or in the event that the Lessor consents to cancellation by the Lessee. The amount of the compensation depends on the time that has elapsed between the conclusion of the lease and the moment when the lease is dissolved by the Lessor or is cancelled by the Lessee as a proportion of the full lease term. Unless expressly agreed otherwise in writing, the compensation will in any case be fixed in accordance with the following graduated scale:
- if termination/cancellation takes place 3 days prior to the commencement date of the lease, the compensation payable by the Lessee to the Lessor will be 50% of the agreed rent for the agreed period, or at any rate the lease price that applies to one month's rent;
 - if the Equipment has already been delivered, the compensation paid by the Lessee to the Lessor will be 100% of the agreed rent for the agreed period, or in any event the rent will be equal to one month's rent, without prejudice to the right to full compensation.

- If the rented Equipment is not returned to the Lessor in good condition, the Lessee will owe the rent, in addition to compensation for damage, by way of a user fee, until such time as the Lessor has returned the Equipment in good condition without prejudice to the right to full compensation.

Art. 13 Approval for commissioning in Belgium

All VIAVAC vacuum lifters are supplied under the Machinery Directive 2006/42/EC and are carried out in accordance with the design standard EN-13155. Vacuum lifters intended for use in Belgium, however, must additionally be subject to an inspection before putting into service in accordance with ARAB article 280 of the Belgian legislation. This inspection must be carried out by an EDTC (Approved Service for Technical Control). This inspection and the associated costs are not included in our scope of delivery and must be arranged by the Lessee itself.

Art. 14 Applicable law and disputes

- 14.1 The agreements between the parties are governed by Dutch law.
- 14.2 All disputes relating to and/or arising from the concluded agreement shall be settled by the court in the Lessor's place of business, unless mandatory provisions of Dutch law dictate otherwise. However, the Lessor has the right to submit the dispute to another court of competent jurisdiction in accordance with the rules of jurisdiction.