

General Lease Terms and Conditions

Boels Verhuur B.V. (NL)/ Boels Verhuur N.V. (BE)



Article 1: General provisions

- 1.1 In these General Lease Terms and Conditions, the capitalised terms listed below and their conjugated forms have the following meaning, if and insofar as these Terms and Conditions do not explicitly provide otherwise:
- A. **Lease Terms and Conditions:** these General Lease Terms and Conditions of Boels.
- B. **Boels:** Boels Verhuur B.V./Boels Verhuur N.V. and any businesses affiliated with those companies.
- C. **Other Party:** any natural person who is not acting within the context of practising a profession or conducting a business (if specified, referred to below as Other Party A), any natural person acting within the context of practising a profession or conducting a business and any legal entity or other legal structure (if specified, referred to below as Other Party B) that has a legal relationship with Boels pursuant to a Contract concluded with Boels. An Other Party includes in particular a party on whose instructions and for whose account objects are leased.
- D. **Contract(s):** the lease(s) that Boels and the Other Party enter into, which are governed by the Lease Terms and Conditions and any supplementary conditions.
- E. **In Writing/Written:** by means of a document that has been signed by authorised representatives of Boels (and/or the Other Party).
- F. **Offer:** an invitation without obligation, laid down in writing, made by Boels to a potential Other Party, to make an Offer.
- G. **Proposal:** an oral or written assignment, order or reservation that an Other Party communicates to Boels.
- H. **Order confirmation:** a written acceptance of a Proposal by Boels to the Other Party.
- I. **Lease:** A Contract that is concluded/drawn up in writing at Boels's offices in the event of direct (counter) leasing.
- J. **Order Amount:** the total amount that the Other Party owes Boels on the basis of the Contract.
- K. **Information:** catalogues, designs, depictions and drawings, models, samples, descriptions, software, technical information, etc. that form part of the Offer.
- L. **Defect(s):** a fault or defect in the leased property that can be attributed to Boels and that was already present before delivery and/or that was caused prior to the delivery, as a result of which the leased property does not function or does not function properly.
- M. **Current Market Value:** the replacement value of the object as at the date on which the damage occurred or the object went missing, decreased by the depreciation on the basis of the age or the number of operating hours of the object that has been lost.
- 1.2 The date of dispatch of the documents referred to in Articles 4.2, 4.3, 6.4 and 14.2 to 14.4 inclusive will be deemed to be the date of the postmark or the date on which the document has been faxed or posted. If no such date is indicated or can be demonstrated and a dispute arises regarding the timeliness of the dispatch, the documents will be deemed not to have been sent on time.
- 1.3 If and insofar as objects are leased from the Bel & Huur, Portable Kitchens or Rail Infra departments, the specific conditions that have been filed with the Chamber of Commerce in Maastricht, the Netherlands, will apply in addition to these Lease Terms and Conditions. Those supplementary conditions can be obtained at any Boels branch and can be reviewed at www.boels.com. A copy of the supplementary conditions will be sent upon request.

Article 2: Applicability

- 2.1 The Lease Terms and Conditions govern all Offers made by Boels and all Contracts that Boels enters into, however they may be named. In particular, the Lease Terms and Conditions govern Contracts pursuant to which Boels leases moveable property to an Other Party.
- 2.2 If the Other Party refers to other conditions in its Proposal or other correspondence with respect to the Contract, the applicability of any such conditions is explicitly rejected. Any divergent provisions contained in such other conditions will not affect the foregoing provision.
- 2.3 Deviations from and/or supplements to the Contract and/or any provision contained in the Lease Terms and Conditions will apply only if and insofar as they have been explicitly agreed in Writing and will relate exclusively to the Contract in question. Boels's acceptance of any such deviation or supplement will not create any precedent and the Other Party will not be entitled to derive any rights whatsoever from such acceptance in respect of any future Contracts.
- 2.4 An Other Party with which a contract is concluded on any given occasion that is governed by these Lease Terms and Conditions accepts the applicability of the Lease Terms and Conditions in respect of later Contracts that it concludes with Boels.

Article 3: Offers

- 3.1 Offers are entirely without obligation and are not binding on Boels in any way unless the Offer in question explicitly and unequivocally provides otherwise.
- 3.2 An Offer is valid for a period of two weeks after the date indicated in the Offer, after which it will expire.
- 3.3 The Information provided by Boels remains the property of Boels, may not be duplicated and/or provided to third parties without Boels's explicit written permission and must be returned to Boels immediately upon request. Boels also reserves all intellectual and industrial property rights.
- 3.4 The Information provided by Boels is intended only as an example. No rights may be derived from such Information.

Article 4: Conclusion of the Contract

- 4.1 A Contract will be deemed to have been concluded only if and insofar as Boels has provided an Order Confirmation or has concluded a Lease with the Other Party. The Contract will be deemed to have been concluded at the time at which Boels sends the Order Confirmation or the Other Party has signed the Lease or has otherwise confirmed it.
- 4.2 The Order Confirmation or the Lease will be deemed to fully and correctly reflect the content of the Contract that has been concluded. The Other Party will be deemed to have accepted the content of the Order Confirmation unless it notifies Boels in Writing within five working days of the date of the Order Confirmation that it does not accept the content of the Order Confirmation. By signing or confirming the Lease, the Other Party indicates that it has accepted its content.
- 4.3 A Written Proposal may be revoked or amended only in Writing and only if Boels has received the request to revoke or amend the Proposal before the Order Confirmation has been sent or Boels has actually commenced performance of the Contract. A Written Proposal will in any event become irrevocable if a revocation is not sent within five working days of the date of the Proposal. An oral Proposal is irrevocable.
- 4.4 Boels will be entitled to refuse a Proposal without being required to provide its reasons for doing so.
- 4.5 Notwithstanding the provisions contained in Article 4.1, a Contract can also be concluded if Boels actually commences the performance of the Contract after receiving a Proposal.

Article 5: Content of the Contract

- 5.1 The Content of the Contract and the scope of the obligations will be determined exclusively on the basis of the Order Confirmation or the Lease and the provisions contained in the Lease Terms and Conditions. If with respect to the same Agreement both an Order Confirmation has been sent and a Lease has been drawn up that has been signed by Boels or that Boels has issued and the Other Party has signed or has not contested, in the event of any discrepancy, the content of the Lease will be decisive unless the parties have agreed otherwise in Writing.

- 5.2 Any supplementary agreements, commitments or notifications made or undertaken by employees of Boels or by other persons on behalf of Boels acting as Boels's representative will be binding on Boels only if such agreements, commitments or notifications have been confirmed in Writing by its directors who are authorised to represent it or by persons whom such directors have authorised to do so.
- 5.3 Boels does not accept any liability whatsoever in respect of the correctness or completeness of Information provided by manufacturers and/or importers.
- 5.4 Minor deviations from the Contract by Boels are acceptable if and insofar as the Other Party has not indicated its essential requirements in Writing before the Contract has been concluded and insofar as Boels's performance is not substantively changed by the deviations.
- 5.5 The Other Party will be entitled to dissolve the Contract only if it demonstrates that the objects deviate from the Contract and/or the Information provided by Boels to such an extent that the Other Party cannot reasonably be obliged to comply. However, under no circumstances is Boels required to pay any compensation.
- 5.6 Boels is entitled to lease the same or similar objects (possibly including hiring personnel) from a third party (a third-party lessor) in order to comply with its obligations under the Contract.

Article 6: Lease term

- 6.1 The lease term commences on the agreed date and time and, more specifically:
- A. if the parties have stipulated that the Other Party will collect the leased materials at an agreed location: at the time at which Boels provides the materials to the Other Party; or
- B. if the parties have stipulated that Boels will deliver the leased property: at the time at which Boels makes the leased property available at the agreed location.
- 6.2 The agreed expiry date is indicative unless the parties have explicitly agreed otherwise. The lease term will actually end:
- A. if the parties have stipulated that the Other Party will return the leased materials at an agreed location: at the time at which the Other Party provides the materials to Boels and receives a receipt;
- B. if the parties have stipulated that Boels will collect the leased property: after the Other Party has deregistered the leased property in Writing, on the date indicated in that deregistration, with due observance of the term referred to in Article 6.4; or
- C. in the event that the term for return that Boels has stipulated vis-à-vis the Other Party in Writing has lapsed, at 5 p.m. on the last day of the above-mentioned term.
- 6.3 If more than one object has been leased under the same Contract, the Other Party may deregister the objects by article or number of articles (partial deregistration). The related supply and removal costs per trip (or extra trip) will be paid by the Other Party. The rental will continue with respect to the remaining objects until the lease term has ended in one of the ways referred to in Article 6.2.
- 6.4 The notification of deregistration must be sent not later than the desired expiry date.
- 6.5 The Written notification of deregistration must be sent by fax to the branch/department of Boels with which the Lease has been concluded and must contain the following information:
- the Other Party's information;
 - the contract number;
 - a description of the objects to be collected (including article number(s) in the event of partial deregistration);
 - the desired expiry date;
 - the location where the objects are to be collected;
 - the name and telephone number of the contact person at the location where the objects are to be collected;
 - if applicable, the location of the key; and
 - the location where Boels's driver should report.
- 6.6 The Other Party may extend the lease term either in Writing or by telephone until the time of the Written notification of deregistration.

Article 7: Delivery and risk

- 7.1 Although Boels will take into consideration the agreed delivery periods to every extent possible, such periods are merely approximations and are not binding on Boels. Under no circumstances will the delivery periods indicated be deemed to be of the essence unless the parties have agreed otherwise in Writing.
- 7.2 However, if a delivery period is exceeded the Other Party will be entitled to stipulate a reasonable term for performance by so informing Boels by registered letter. That term may not be less than two working days as from the date on which Boels has received the registered letter.
- 7.3 The Other Party will be entitled to dissolve the Contract only after the term that is of the essence (agreed in accordance with Article 7.1 or stipulated in accordance with Article 7.2) has been exceeded. However, under no circumstances is Boels required to pay any compensation.
- 7.4 Boels will be entitled to deliver in consignments or to wait to deliver until the entire order is ready. The Other Party will be consulted in this respect if that is appropriate. If Boels delivers in consignments it will be authorised to immediately invoice the goods that have already been delivered.
- 7.5 The goods will be deemed to have been delivered and the related risk will be deemed to have been transferred to the Other Party:
- a. in the event of delivery ex Boels's place of business: at the time at which actual possession of the goods is given;
- or
- b. in the event of delivery at another location: at the time at which the goods have been unloaded at the agreed location.
- 7.6 The delivery of the leased objects will be scheduled between 8 a.m. and 6 p.m. In that context it is not possible to schedule exact delivery times; delivery will be made in the morning or in the afternoon, as agreed in advance. Boels will make delivery only to the ground floor.
- 7.7 The Other Party must ensure that an authorised person is present on the agreed delivery date and time in order to accept delivery of the leased objects. If no one is present at the time of delivery, Boels will be entitled to take back the leased property, in which case the Other Party will nonetheless owe the transport costs. After consulting with the Other Party Boels may nonetheless deliver the leased property; however, the Other Party will explicitly bear the burden of proof in the event of any difference of opinion regarding whether the agreed quantity has been delivered and/or whether the leased property was in the agreed condition.

Article 8: Return and risk

- 8.1 The Other Party will remain responsible for the leased property for a period of two working days after the expiry date indicated in the Written notification of deregistration; thus, the Other Party will remain responsible for any damage or loss as described in Article 11. That responsibility will end at 6 p.m. on the above-mentioned second working day.
- 8.2 The provisions contained in Article 19 apply in full with respect to the foregoing provision.
- 8.3 The Other Party must ensure that after issuing the Written notification of deregistration Boels is able to collect the objects daily between 8 a.m. and 6 p.m.
- 8.4 The Other Party must ensure that during the above-mentioned term someone is present to return the objects. If no one is present at the time at which the objects are to be collected, Boels will nonetheless be entitled to take back the objects. However, an Other Party B will explicitly bear the burden of proof in the event of any difference of opinion regarding whether the Other Party has

- left behind the agreed quantity and/or whether the leased property was in good condition.
- 8.5 The objects must be sorted, cleaned, well ordered and stacked, ready to be collected on the ground floor. The objects' packaging will remain with the Other Party in connection with the quality. If the objects are not made ready for transport, the Other Party will forfeit a fixed penalty in the amount of EUR 150.
- 8.6 Leased objects will be inspected after they have been returned at Boels's offices or at the offices of the third-party lessor. The fact that Boels's shipping agent or the third-party lessor's shipping agent has taken the objects cannot be considered such an inspection. If the Other Party wishes to be present when the objects are inspected, it must state that it wishes to do so when the Contract is concluded so that an appointment can be made for the inspection (within 24 hours of the objects being returned). If it is determined that the objects are dirty/contaminated or improperly packaged and the Other Party was not present at the inspection, the inspection conducted by Boels or the third-party lessor will be binding and the related costs will be charged on to the Other Party. The Other Party will be notified as quickly as possible if it is determined during the above-mentioned inspection that the leased property is damaged. That notification of damage will stipulate a term within which the damaged object will be made available to the Other Party for a rebuttal assessment of the damage. After that term has lapsed the object will be repaired or replaced and all the costs referred to in Article 11.5 (or possibly the excess) will be charged on to the Other Party. If the Other Party does not avail itself of the possibility of obtaining a rebuttal assessment of the damage, the determination of the damage by Boels or by the third-party lessor will be binding.

Article 9: Prices

A. Machine lease

- 9.1 The daily prices indicated in Boels's machine catalogue are based on lease/use for a maximum of 24 hours and the weekly prices are based on lease/use for a maximum of 168 hours (with the exception of machines that have a meter, for which the daily price is based on eight operating hours and the weekly price is based on 40 operating hours; a surcharge will be due for excess operating hours) and are exclusive of VAT, maintenance, fuel, oil, transport, environmental levy, cleaning, surcharge for buying off damage and anti-fire/theft provisions.
- 9.2 The weekend price (Friday to Monday) is based on lease/use for a maximum of 72 hours (Sundays are not charged).
- 9.3 A quotation may be requested for the prices in respect of lease terms that exceed four weeks.

B. Party lease

- 9.4 The rental prices as indicated in Boels's party catalogue are based on a weekend or three days: pick up on the day before the use will commence and return on the day after the use has ended. A surcharge equal to 15% of the weekend rate will apply for each extra day, up to a maximum of two weeks. A quotation may be requested for the prices for periods that exceed those two weeks.
- 9.5 The prices are exclusive of VAT, maintenance, transport and any loading and unloading.

C. General

- 9.6 Prices as indicated in Boels's catalogue are based on the circumstances that apply at the time at which the catalogue is printed. Those prices are binding on Boels only for a period of 30 days as from the date on which the catalogue is published, after which those prices must be considered a non-binding indication. All earlier offers expire when a new catalogue is issued.
- 9.7 Boels is entitled to increase the agreed prices if the factors on which the prices are based change. Such factors include changes in freight rates, import or export duties or other levies and/or taxes in the Netherlands or abroad, salaries, social security costs and exchange rates.

Article 10: The Other Party's obligations

- 10.1 The Other Party or its personnel, assistants or agents and/or other persons who operate the leased property on the Other Party's instructions or under its responsibility must be familiar with the instructions for use and/or other manuals that accompany the leased property or that are attached to it, and they must act in accordance with those instructions. The Other Party also warrants that all persons who operate the leased property are competent to do so and are in possession of any diplomas, certificates, driving licences, etc. that are obligatory under the law or otherwise. The foregoing provision is on pain of the insurance coverage and/or coverage on the ground of the damage buy-off scheme contained in Article 19 lapsing.
- 10.2 Although the agreed expiry date of the lease term is indicative, the Other Party will be obliged to return the leased property after that term has lapsed.
- 10.3 If the leased property is not returned to Boels/deregistered at the end of the agreed lease term, or if the situation referred to in Article 11.4 arises, after Boels has determined that this provision applies it will give the Other Party an opportunity, in the manner indicated in Article 6.2(C), to return the leased property or to report that it has been stolen, in which case the lease term will end as soon as the leased property is returned or deregistered or at the time indicated in Article 6.2(C) or Article 11.3. If the Other Party has not returned the Leased Property or reported it as being stolen after the term stipulated has lapsed, the Other Party will be in default, in which case, in addition to the amount of the rental, the Other Party will owe Boels the Current Market Value of the object(s) that has/have not been returned.
- 10.4 The Other Party must return the leased property to the same branch of Boels's where the Contract was drawn up. If the Other Party wishes to return the leased property to another branch it may do so only in consultation, possibly subject to payment of a fee.
- 10.5 The Other Party must return the leased property to Boels on the agreed date (and at the agreed time), in the condition in which it received the leased property when the lease term commenced. The Other Party must return the leased property in a clean state and sorted and packed in the proper crates, etc. in the same manner in which it received it. The Other Party will be charged for any extra working hours as a result of a failure to sort or clean the leased property or to do so adequately.
- 10.6 The Other Party undertakes to pay any duties, taxes (including surcharge tax) and penalties that arise from the use of the leased property by it or by third parties.
- 10.7 If applicable the Other Party must ensure at its own expense that it has the required permits and approvals in time before the leased property is delivered.
- 10.8 The Other Party undertakes to grant Boels access to the leased property at all times, to reject any claims of third parties to the leased property and to indemnify Boels in this respect. The leased property may be sublet or made available to third parties only after Boels has given written permission to do so, on pain of the insurance coverage and/or coverage on the ground of the damage buy-off scheme contained in Article 19 lapsing in the event of damage or loss at the time at which the leased property was sublet or made available without authorisation.
- 10.9 The Other Party is obliged to take measures in order to prevent theft, such as, but not limited to, properly using any locks (possibly including those that are provided with the leased property), locking up and storing the leased property, keeping the leased property out of sight of third parties, chaining up the leased property, etc.
- 10.10 The Other Party is obliged to maintain the leased property on a daily basis. If it does not have the required expertise to do so it must request help from Boels and pay the related costs. The Other Party is not permitted to make repairs to the leased property. Unless the parties agree otherwise, if the

leased property is leased for such a long period of time that it is necessary for Boels to maintain the leased property, the Other Party will owe Boels the maintenance costs. The Other Party will continue to owe the rental during the period of time in which Boels is maintaining the leased property. Service personnel will work under the responsibility of Other Party B. Other Party B indemnifies Boels and the service personnel against any liability except in cases involving an intentional act or omission or gross negligence.

10.12 Under no circumstances can the Other Party oblige Boels's personnel who assemble, disassemble or inspect lifts to follow its instructions or to perform the assembly, disassembly or inspection under its supervision.

Article 11: Damage and loss

- 11.1 Damage to the leased property that is caused in the period of time in which the Other Party is responsible for the leased property must be reported to Boels immediately after it is discovered and in any event not later than 48 hours after it has occurred.
- 11.2 In the event that the leased property is stolen or lost, the Other Party is obliged to notify Boels within 24 hours after the theft or loss is discovered and to report the theft to the police. The Other Party is also required to submit the official report (or a copy of that report) to Boels.
- 11.3 Notwithstanding the provisions contained in Article 6.2, insofar as the object(s) has/have been stolen, the date on which the object(s)/was/were stolen (or the date on which it is suspected that the object(s)/was/were stolen) will be deemed to be the expiry date of the lease term. The lease will continue in respect of any other objects under the same Contract until the lease term ends in one of the ways described in Article 6.2.
- 11.4 If the Other Party fails to report the theft and/or fails to submit the official report to Boels, the theft will be deemed to be misappropriation, in respect of which the fire/theft scheme contained in Article 19 does not apply.
- 11.5 In the event of the theft (or economic) total loss of the leased property, the Other Party undertakes to compensate Boels for the damage at the Current Market Price. If it is possible to repair the leased property, the Other Party undertakes to reimburse the related costs. This provision also applies in respect of damage to theft of the leased property's parts and/or accessories. In addition, the Other Party will remain liable for any other damage that Boels sustains as a result (such as, but not limited to, assessment costs, loss of profit or turnover, etc.).
- 11.6 If Boels has already charged the Other Party the Current Market Value of a lost object and that object is later found by the Other Party and returned, the Other Party will owe the rental until the date on which the object is returned. Boels will deduct that amount from the amount of the Current Market Value that Boels refunds the Other Party.
- 11.7 An assessment conducted by or on behalf of Boels to determine the amount of the damage or repair and/or cleaning costs in respect of the leased property will be charged directly to the Other Party. The Other Party hereby declares in advance that such an assessment may be carried out at its expense by a recognised expert to be designated by Boels if Boels considers that desirable and, in other cases, if Boels carries out such an assessment.
- 11.8 The Other Party will be held liable regardless of whether it is responsible for the damage, loss or theft of the leased property or for the leased property's becoming unserviceable or valueless.
- 11.9 Boels declares that liability insurance has been taken out in respect of objects for which there is an obligation to take out insurance under the Dutch Motor Insurance Liability Act (Wet aansprakelijkheidsverzekering motorrijtuigen) and that that insurance is in compliance with that Act. However, the Other Party will be obliged to pay and indemnify Boels in respect of:
- damage caused to third parties who are compensated by the insurance company on the ground of the abovementioned Act but in respect of which there is no coverage under the policy conditions. This provision will apply, e.g., in the event that the driver was under the influence of alcohol or drugs at the time at which the damage occurred;
 - the excess referred to in the insurance policy;
 - damage to above-ground or underground pipes or cables and/or consequential damage caused in that respect;
 - penalties, fines and/or costs incurred by Boels that arise from the Other Party (or its personnel/agents or assistants/other persons for whom it is responsible) driving on public roads using machinery and equipment (including machinery and equipment in respect of which there is an obligation under the Dutch Motor Insurance Liability Act) that has not been issued a registration number; and
 - damage that falls under the exclusions permitted under the law.

Article 12: Transport

- 12.1 During the entire lease period, i.e. also during any transport that it performs itself, the Other Party will bear the risk of the loss of or any damage to the leased property. The Other Party is obliged to package and load the leased property in accordance with the nature of the objects and the transport method. This provision also applies in respect of an Other Party that obtains delivery of the objects from Boels in containers but that is responsible for unloading and reloading itself. The objects must be loaded carefully so that no damage can arise during transport due to the cargo shifting or falling.
- 12.2 If at the request of Other Party B use is made of the services of Boels's employees in loading or unloading, such use will be entirely at the Other Party's own risk.
- 12.3 Unless the parties agree otherwise in Writing, if the parties agree that Boels will deliver the objects to the Other Party and/or collect the objects from the Other Party, the Other Party must assist in the loading/unloading of the objects at the agreed location. If the Other Party does not provide the necessary assistance in loading and/or unloading the objects, the related costs will be paid by the Other Party.

Article 13: Boels's liability

- 13.1 Boels's liability is explicitly limited to direct damage to goods and personal injury to the Other Party's property or persons caused by a demonstrable Defect in an object or by an intentional act or gross negligence on the part of Boels. Boels's liability is also limited to the amount paid out under the liability insurance that it has taken out in respect of the incident in question. Liability for other damage (including consequential damage) and pecuniary loss, however referred to, including leasing/purchasing a replacement object, loss of turnover and/or profits, losses due to delays and losses due to business interruption is explicitly excluded.
- 13.2 Under no circumstances will Boels's liability exceed the Order Amount (with a maximum of the amount equal to one instalment invoice (equal to a lease term of four weeks) in the event of long-term leases), unless and only insofar as a higher amount is paid out on the basis of its insurance in respect of that specific incident.
- 13.3 Other Party B will indemnify Boels against claims brought by third parties on the ground of damage with, through or in connection with the leased property.
- 13.4 Any liability will lapse after one year has passed since the date on which the damage occurred.

Article 14: Complaints

- 14.1 At the time at which it takes possession of the leased objects the Other Party will inspect them for externally perceptible Defects and sign the delivery receipt to indicate that it has duly received the articles, in which context the Other Party will indicate on the document in question any Defects that it discovers. The objects will be deemed to have been delivered in good condition and in accordance with the Contract unless and only insofar as the above-mentioned document indicates otherwise.
- 14.2 The Other Party must inform Boels in Writing within 24 hours of delivery regarding any complaints that it has with respect to externally perceptible Defects in the objects that are discovered during the inspection referred to in subsection
- 14.3 Defects that are not discovered during the above-mentioned inspection and that also could not have been discovered during that inspection must be reported to Boels in the manner indicated in subsection 2 within 48 hours of being discovered by the Other Party.
- 14.4 In the event that damage within the meaning of Article 13.1 occurs, the Other Party must notify Boels within 48 hours after the damage occurs in the manner indicated in Article 14.2. In the notification of such damage the other party must inform Boels of the expected amount of the damage and must offer Boels an opportunity to carry out a rebuttal assessment within a reasonable term. That reasonable term will be at least two weeks as from

the date on which Boels receives the notification of the damage.

- 14.5 Any right of action on the part of the Other Party against Boels with respect to damage within the meaning of Article 13.1 will lapse if:
- a. Boels is not informed of the damage and/or Defects within the terms referred to in subsections 2, 3 and 4 above and/or if Boels is not informed of the damage indicated in those subsections;
 - b. the Other Party does not cooperate with Boels or fails to do so sufficiently with respect to an investigation into the validity of the complaints;
 - c. the Other Party has not set up, handled, used, stored or maintained the objects in the proper manner or has used or handled the objects under circumstances that were not suitable for the objects;
 - d. the Other Party has made repairs and/or changes to the objects or has had repairs or changes made without Boels's explicit, written consent to do so;
 - e. the object is put into use after the discovery of a Defect as referred to in subsection 2 or if use of the object is continued after discovery of a Defect as referred to in subsection 3; or
 - f. Boels is not given an opportunity to carry out a rebuttal assessment within the meaning of subsection 4.

Article 15: Reservations and cancellations

- 15.1 It is possible to reserve objects that can be leased from Boels. When the Contract is concluded the parties will consult and determine the time and period to which the reservation relates and subject to which the objects must be made available to the Other Party and will lay them down in the Contract. If the Other Party does not accept the objects that have been reserved at the agreed time and for the agreed period, it will nonetheless be obliged to pay the full amount of the rental.
- 15.2 Without prejudice to the foregoing provisions, the Other Party may cancel the reservation in respect of the leased property in Writing prior to the time at which the leased property is made available. However, in such cases the Other Party will owe the following fee:
- 60% of the net Order Amount if the reservation is cancelled between the 59th and the 30th day before the time at which the objects were to be made available to the Other Party;
 - 70% of the net Order Amount in the event of cancellation between the 29th and the 10th day before the abovementioned time; and
 - 80% of the net Order Amount in the event of cancellation after the 10th day before the above-mentioned time.

Article 16: Payment

- 16.1 Unless the parties have agreed otherwise in Writing, the Order Amount must be paid in cash immediately after the leased property has been returned.
- 16.2 Unless the parties have agreed otherwise in Writing or the invoice indicates otherwise, if an invoice is sent the Order Amount must be paid within 14 days of the invoice date, without any right to a discount or set-off. After 14 days a 2% credit restriction will apply. If the property is leased for a longer period of time having a minimum of four weeks the rental must be paid to Boels in advance in respect of each four-week period. The term for submitting an objection in respect of an invoice will lapse 10 days after the invoice date. The Other Party is not permitted to set off any amount or suspend its performance of its payment obligations without obtaining Boels's prior written permission to do so.
- 16.3 All payments must be made at Boels's place of business or must be transferred to an account to be indicated by Boels. If payment is made by bank or giro transfer, the date on which the amount is credited to Boels's account will be deemed to be the date of payment.
- 16.4 If the Other Party fails to make payment within the term stipulated it will be in default without any notice of default being required, in which case the Other Party will owe interest as from the due date until the date of payment in full equal to the statutory interest rate plus 10% annually, calculated on the unpaid amount. That interest will be due and payable immediately, without any further notice being required. All costs related to collecting the amounts involved (including any out of court collection costs) will be paid by the Other Party. The out of court collection costs will be equal to a minimum of 15% of the principal amount, with a minimum of EUR 340, all of the foregoing exclusive of turnover tax. This provision also applies if Boels is unable to collect any amount by means of direct debit collection as a result of an insufficient balance or if there is any other hindrance on the side of the Other Party or for its account.
- 16.5 All payments will be applied first in respect of any collection costs, subsequently to any interest due and finally to the principal amount. If the Other Party has failed to pay more than one invoice any payment will be applied, with due observance of the preceding sentence, first in respect of the oldest invoice, subsequently in respect of the second to last oldest invoice, etc.
- 16.6 In addition, if the Other Party fails to comply with its obligations under the Contract or fails to do so properly and in a timely manner, Boels will be entitled to cumulatively insure, as far as possible, to:
- a. suspend performance of the Contract and/or related Contracts until sufficient security has been given for payment;
 - b. dissolve that Contract and any related contracts in full or in part, with or without judicial intervention, without Boels being obliged to pay any compensation; and
 - c. compensation of the damage that Boels has sustained.
- 16.7 In the event that the Other Party is granted a provisional or definitive suspension of payments or is declared bankrupt, ceases its operations, is liquidated or is placed in receivership, all Contracts with the Other Party will be dissolved unless Boels informs the Other Party within a reasonable term that it demands compliance with all or part of the Contract(s) in question. In that case Boels will be entitled to suspend performance of the Contract(s) in question, without any notice of default being required, until sufficient security has been given for payment, without prejudice to any other rights that Boels is entitled to enforce.
- 16.8 In each of the cases referred to in subsections 6 and 7, all of Boels's claims against the Other Party will be immediately due and payable in full, the customer will be required to immediately return the leased property and Boels will be entitled to gain access to and enter the Other Party's sites and buildings in order to take possession of the objects in question. All the related costs and damage that Boels sustains as a result will be for the Other Party's account.
- Article 17: Force majeure
- 17.1 If as a result of force majeure Boels is unable to fulfill any obligation towards the Other Party, the fulfilment of that obligation will be suspended for the duration of the situation of force majeure, with a maximum of two months. After those two months have passed either party will be entitled to dissolve the Contract in whole or in part in Writing.
- 17.2 Boels will not owe the Other Party any compensation if it has been unable to comply with its obligations or has been unable to do so properly and in a timely manner as a result of force majeure.
- 17.3 Force majeure is taken to mean any circumstance that is outside Boels's control and that is of such a nature that compliance with the Contract cannot reasonably be expected of Boels. This includes strikes, riots, wars and other disturbances, boycotts, blockades, natural disasters, epidemics, lack of raw materials, impediments and disturbances in transport, extreme weather conditions, fire, machinery breakdown, interruptions in Boels's operations, problems at suppliers and/or any governmental measures.

Article 18: Reservation of rights and security

- 18.1 The leased property will remain the property of Boels at all times, regardless of the term of the Contract. If the Other Party intentionally appropriates the leased property that will be deemed to be an act of misappropriation. The Contract will not be extended as a result of the Other Party's failure to return the leased property on time; however, the Other Party will continue to bear the full risk in that respect.
- 18.2 The Other Party is not permitted to dispose of, pledge or otherwise encumber the leased property for the benefit of third parties unless Boels has given it permission to do so in Writing.
- 18.3 The Other Party will immediately inform Boels in Writing if the object is attached or any other claim is made in respect of the object or any part of the object. The Other Party must inform Boels if it is aware of a possible attachment on the object. In addition, the Other Party must inform Boels of the location of the object in question at Boels's first request.
- 18.4 In the event that the leased property or any part of the leased property is attached or the Other Party is granted a suspension of payments or is declared bankrupt, the Other Party will immediately inform the bailiff levying

the attachment, the administrator or the trustee of Boels's rights, including its ownership rights.

- 18.5 If there are good grounds to believe that the Other Party will not strictly comply with its obligations, the Other Party will be required to furnish adequate security immediately at Boels's first request in the form desired by Boels and to supplement such security by complying with all its obligations. As long as the Other Party has failed to do so, Boels will be entitled to suspend compliance with its obligations.
- 18.6 If the Other Party has not complied with a request within the meaning of subsection 5 within eight days of receiving a Written demand that it do so, the provisions contained in Article 16.8 will apply accordingly.
- 18.7 Unless the parties have agreed otherwise in Writing, the Other Party will owe a separate security deposit in respect of each Contract. The amount of the security deposit will be determined in proportion to the lease term indicated and the value of the leased property. If the Other Party wishes to have the Contract extended it will be required to pay a new security deposit not later than the day on which the extension commences.
- 18.8 If the Other Party fails to pay a security deposit on time, Boels will be entitled to unilaterally terminate the Contract, without prejudice to Boels's right to compensation.
- 18.9 The Other Party may not consider the security deposit to be an advance payment in respect of the rental due or as an amount intended to buy off any risk of damage, theft or misappropriation of the leased property. However, when the Contract has ended Boels will be entitled to deduct the security deposit from any amounts due by the Other Party. The security deposit will be refunded once it has been determined that the Other Party has complied with all its obligations.

Article 19: Insurance and buy-off scheme

- 19.1 In accordance with Article 11, the Other Party is liable for any and all damage to or disappearance of the leased property during the lease term, regardless of whether it is to blame. The Other Party is obliged to take measures in order to prevent theft of the leased property in view of its obligation to return it; the Other Party will not be released from that obligation even in the event of unforeseeable circumstances or intervention by a third party.
- 19.2 The Other Party can largely buy off the above-mentioned risk pursuant to the following schemes. It may not be possible to conclude one or both of the following schemes with respect to all objects. In principle the Other Party is required to conclude the buy-off scheme(s) in respect of objects to be leased if it is possible to conclude one or both of those schemes in respect of such objects. Varying agreements may be made in any applicable Contract (including a framework agreement). Nonetheless, the content of the relevant individual Contract will be decisive in respect of whether one or both of the schemes apply.
- 19.3 With respect to the specific content and rates, Boels refers to the conditions governing those schemes, which have been filed with the Chamber of Commerce in Maastricht. Those conditions can also be obtained from any Boels branch and can be reviewed at www.boels.com. A copy will be sent upon request.
- A. Buy-off scheme in respect of damage for private persons and companies**
- 19.4 In order to protect both lessees who are private persons and lessees that are leasing on a commercial basis against unexpected costs that they would owe if they cause any damage to the leased property, Boels may oblige the Other Party to buy-off any damage to the leased property in advance by means of the buy-off scheme in respect of damage. The coverage of that scheme will apply only to the Other Party. Damage as a result of fire, theft, unprofessional and/or negligent use and/or negligence, a defect/crack/damage in 'Table Top' articles (porcelain, glass and ceramics) and articles from third-party lessors are not covered by the buy-off scheme in respect of damage.
- 19.5 A surcharge equal to 10% of the rental will be due for the buy-off scheme in respect of damage, unless another percentage has been indicated in Writing. An excess applies in respect of this scheme, which will depend on the value of the leased property.
- B. Fire/theft scheme for companies**
- 19.6 Only lessees that are leasing on a commercial basis may take advantage of the first/theft scheme, which covers damage as a result of fire or theft with the exception of damage caused by an intentional act or omission or willful recklessness, unprofessional and/or negligent use, unauthorised sub-leasing or making the leased property available to third parties, damage to articles from third-party lessors or if the lessee is entitled to compensation under an insurance policy. The fire/theft scheme does not apply in respect of the Partverhuur and Bel & Huur departments.
- 19.7 The basis for the surcharge for inclusion in the first/theft scheme is a percentage of the rental. An excess applies in respect of this scheme, which will depend on the value of the leased property.
- C. Insurance**
- 19.8 If the Other Party wishes to take out its own insurance in respect of the leased property, Boels will be explicitly entitled to demand that the Other Party include Boels as a party that is entitled to receive the insurance benefits or submit a confirmation of the coverage. Any excess will be for the Other Party's account.
- 19.9 In the event that an acceptance scheme applies in respect of the Other Party's contractor's all-risk insurance policy, the Other Party hereby declares in advance that Boels can and may derive rights under such an insurance policy. Any excess will be for the Other Party's account.

Article 20: Final provisions; applicable law and choice of forum

- 20.1 If any provision contained in these Lease Terms and Conditions or a Contract is null and void or voidable, that will not affect the remaining provisions. Boels and the Other Party will be obliged to replace provisions that are null and void or that have been declared null and void with provisions that are legally valid and that have the same purport to every extent possible as the provision that was null and void or that was declared null and void.
- 20.2 Any disputes that arise on the basis of or further to a Contract concluded with Boels will be resolved by the competent court in the District of Maastricht (and the Cantonal Division of the District Court of Sittard, the Netherlands, for cases that fall under the jurisdiction of the Cantonal Division of the Court) or Utrecht, the Netherlands, at Boels's option. The court will apply Dutch law exclusively.
- 20.3 Notwithstanding the preceding subsection, the Court of Brussels, Belgium, or Oudenaarde, Belgium, will have jurisdiction, at Boels's option, and Belgian law will apply if the Other Party has Belgian nationality and/or has his or her place of residence or its place of business in Belgium and the Contract has been concluded with Boels in its capacity as Boels Verhuur
- 20.4 Boels reserves the right to serve a writ of summons on the Other Party in the district where it has its registered office or maintains a place of business.
- 20.5 Notwithstanding the foregoing, disputes with Other Party A will be resolved by the court that has jurisdiction to take cognisance of the dispute in accordance with general law.
- 20.6 In the event of any disagreement regarding the interpretation of the Lease Terms and Conditions, the Dutch text will be binding.