

General Terms and Conditions of Sale and Delivery

Boels Verhuur B.V./Boels Verhuur N.V.



Article 1: General Provisions

- 1.1 In these General Terms and Conditions of Sale and Delivery, the capitalised terms listed below and any conjugated forms will have the following meaning, unless a different meaning is explicitly given:
- A. Offer: an offer without any obligation made by Boels in its catalogue or on the website to a potential Other Party.
- B. Boels: Boels Verhuur B.V. (The Netherlands)/ Boels Verhuur N.V. (Belgium), and any subsidiaries and/or sister companies affiliated to the above companies.
- C. Defect(s): abnormalities in an item that were present before delivery, as a result of which the item does not (or no longer) comply with the Contract, such as defects and flaws caused by manufacturing and/or material errors or the lack of the (agreed) specific essential requirements and/or characteristics. Defects explicitly do not include: safety defects and defects and flaws that arise after delivery, such as but not limited to damage from being dropped and defects and flaws caused by improper use or storage, unprofessional or insufficient maintenance or as a result of normal wear and tear. For the Other Party B, Defects also do not include: damage caused during/ due to transport.
- D. Information: catalogues, designs, depictions and drawings, models, samples, descriptions, software, technical information, etc. that are part of the Quotation and/or Offer.
- E. Contract of Sale: Boels' acceptance of the Offer, submitted to the Other Party In Writing in the event of a direct (counter) sale
- F. Remote Sale: the contract as referred to in article 7:46a of the Dutch Civil Code, in which the contract is negotiated solely by the use of one or more remote communications (telephone, fax, Internet).
- G. Quotation: an invitation in writing from Boels, without engagement, to a potential Other Party.
- H. Order: an assignment or order submitted by the Other Party to Boels In Writing or orally.
- I. Order Amount: the total amount that the Other Party owes to Boels on the basis of the Contract.
- J. Order Confirmation: Boels' written acceptance of the Order.
- K. Contract(s): the contract(s) of sale entered into by Boels and the Other Party through an Order Confirmation or a Contract of Sale, to which the Terms and Conditions of Sale apply.
- L. In Writing or Written: by means of a document signed by authorised representatives of Boels and/or the Other Party, or through an electronic document.
- M. Safety Defects: defects as referred to in Article 6:186 of the Dutch Civil Code.
- N. Terms and Conditions of Sale: these General Terms and Conditions of Sale and Delivery of Boels.
- O. Other Party: any natural person not acting in the context of practising a profession or conducting a business (if specified: Other Party A), any natural person acting within the context of practising a profession or conducting a business and any legal entity or other form of business (if specified: Other Party B) that has a contractual relationship with Boels on the basis of a Contract concluded with Boels. This includes in particular parties on whose instructions or on whose account items are delivered.
- 1.2 The date of sending of letters and/or dispatching items shall be the date stated at the post stamp, or the date the fax or the email was sent. If no such date is stated or can be demonstrated, and a dispute exists as to the timeliness of the sending or dispatching, the documents and/or items sent by the Other Party B shall be considered not timely sent.

Article 2: Applicability

- 2.1 The Terms and Conditions of Sale shall apply to all Quotations and Offers issued by Boels and all Contracts that Boels shall enter into with respect to the sale and delivery of moveable property to an Other Party
- 2.2 If the Other Party would refer to other conditions in its correspondence with respect to the Contract, the applicability of any such conditions is explicitly rejected. Any divergent provisions contained in such other conditions shall be without prejudice to the foregoing.
- 2.3 Any deviation from and/or supplement to the Contract and/or any provision contained in the Terms and Conditions of Sale shall apply only if and insofar as they have been explicitly agreed In Writing, and will relate exclusively to such Contract. Boels' 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 The Other Party B with which a contract has been concluded on any given occasion to which these Terms and Conditions of Sale apply, shall accept the applicability of the Terms and Conditions of Sale in respect of later Contracts between it and Boels.

Article 3: Offers and Quotations

- 3.1 Offers and Quotations shall be entirely without engagement and shall not be binding on Boels in any way, unless such Offer and/or Quotation explicitly and unequivocally provides otherwise.
- 3.2 An Offer shall be 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 shall remain the property of Boels; it may not be duplicated and/or provided to third parties without Boels' explicit Written permission and must be returned to Boels immediately upon request. Boels shall also reserve any intellectual and industrial property rights.
- 3.4 The Information provided by Boels shall only be intended as an example. No rights may be derived from such Information. Statements given by Boels as to colours, sizes, performance, properties, etc. shall only be indicative and without any obligation. Pictures, descriptions, photo's, catalogues, advertising material, promotions and the information provided at Boels' website(s) in whatever form, shall not be binding to Boels.

Article 4: Conclusion of the Contract

- 4.1 A Contract will be deemed to have been concluded only if and insofar as Boels has confirmed an Order through an (electronic) Order Confirmation, or if and as soon in case of a direct counter sale an Order Confirmation has been handed and/or a Contract of Sale has been concluded, or because Boels has actually started executing an Order after receipt.
- 4.2 The Order Confirmation or the Contract of Sale shall be deemed to fully and correctly reflect the content of the Contract that has been concluded.
- 4.3 A Written Offer may be revoked or amended only In Writing and only if Boels has received the request to revoke or amend the Offer before the Order Confirmation has been sent, or Boels has actually commenced execution of the Contract. A Written Order will in any event become irrevocable if a revocation is not sent within five working days of the date of the Order.
- 4.4 Boels will be entitled to refuse an Order without being required to provide its reasons for doing so.

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/the Contract of Sale and the provisions contained in the Terms and Conditions of Sale.
- 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' representative shall 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 shall 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 before negotiating the Contract, and insofar as Boels' performance shall not substantially change due to the deviations

Article 6: Prices

- 6.1 Prices indicated in Boels' catalogue are based on the conditions applying at the time the catalogue is printed. Such prices shall only be binding on Boels for a period of 30 days as from the date of publication of the catalogue, after which such prices shall be considered a non-binding indication. All earlier offers shall expire once a new catalogue is issued.
- 6.2 Prices stated at Boels' website(s) shall be without obligation and with prejudice to any changes.
- 6.3 Boels shall be entitled to increase any agreed prices based on a change of conditions occurring after the Contract is concluded, if under such changing conditions Boels cannot reasonably be required to be bound by such agreed prices. In such case the Other Party A shall be entitled to cancel the Contract within a final and reasonable term, for which 10 calendar days are considered final and reasonable, upon receipt of the

notification of the change in prices, to terminate the Contract by notifying Boels In Writing.

- 6.4 Prices stated by Boels in a catalogue shall apply to delivery 'ex Boels' place of business' (Incoterms 2000) and exclusive of turnover tax, unless the parties explicitly indicate or agree otherwise In Writing.
- 6.5 The Purchase Price to be paid by the Other Party and any additional charges for dispatch, turnover tax and any other charges or surcharges, shall clearly be stated in the Order Confirmation or the Contract of Sale and the invoice.

Article 7: Delivery and Risk

- 7.1 The delivery period indicated by Boels will commence on the last of the following dates:
- the date on which the Contract is concluded;
 - the date on which Boels receives the documents, information, permits, etc. required for executing the Contract, etc.;
 - the date on which Boels receives the Order Amount or an advance on it, if it is agreed that the Other Party will pay such amounts prior to delivery, and if it has then been agreed that in case term of delivery depends on Boels' receipt of the Order Amount or the advance.
- 7.2 Although Boels will take into consideration the agreed delivery periods to every extent possible, they shall be merely approximations and not binding on Boels. Under no circumstances the term of delivery as stated shall be deemed a fixed term, unless the parties have agreed otherwise In Writing.
- 7.3 However, if a delivery period is exceeded, the Other Party will be entitled to stipulate a final term by informing Boels by registered letter, provided that, taking into consideration all circumstances, the final term shall be reasonable and in any event no less than 45 days. In case of a Remote Sale the Other Party A shall be entitled to terminate the Contract, if and to the extent Boels has not executed the Contract within 30 days after the originally stated or agreed term of delivery. In such case Boels shall not be liable to any indemnity.
- 7.4 The Other Party A will only be entitled to cancel the Contract after the final term (agreed in accordance with Article 7.2 or stipulated in accordance with Article 7.3) is exceeded.
- 7.5 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 hereof if appropriate. If Boels delivers in consignments it will be authorised to immediately invoice the items that have already been delivered.
- 7.6 The items shall be deemed to have been delivered and the related risk shall be deemed to have been transferred to the Other Party:
- at the delivery ex Boels' place of business: at the time the actual possession of the items is given;
 - at the delivery at another location:
 - in case of the Other Party A: at the time the items have been unloaded at the agreed location.
 - in case of the Other Party B: at the time the items have been loaded at Boels' place of business.If at Other Party B's request Boels' employees will load the items (in the event of delivery in accordance with subsection (a)) or unload the items (in the event of delivery in accordance with subsection (b)), this shall be entirely at the risk of the Other Party B.
- 7.7 The Other Party shall be held to take possession of the items at the agreed time. Any costs that may arise due to the Other Party's refusal to take possession of the items or its failure to do so in a timely manner, including storage costs, shall be charged to the Other Party.

Article 8: Transport

- 8.1 In the event of delivery as referred to in Article 7.6(b) Boels shall deliver the items (or have them delivered) to the agreed location at the Other Party's expense. If the Other Party B is involved, such transport shall also be at its risk. The Other Party B shall be responsible for taking out a transport insurance, unless the parties agree otherwise In Writing
- 8.2 If Boels has the items transported to an address outside its place of business, the carrier will be entitled to deliver on all working days between 7 a.m. and 6 p.m., unless the parties have explicitly agreed otherwise. In such event the Other Party shall ensure immediate receipt as soon as Boels, or the carrier it has contracted, has offered the items at the above address. If the Other Party does not immediately take possession of the items offered, Boels shall be entitled to have the items stored elsewhere at the Other Party's risk and expense. In such event the items shall be deemed to have been

delivered in a proper condition and in accordance with the Contract.

Article 9: Obligation to Investigate / Complaints

- 9.1 At the time it takes possession of the items, the Other Party will inspect them for externally perceptible Defects and sign the delivery receipt/transport document to indicate that it has duly received the items, and indicate any Defects discovered in the relevant document. The items shall be deemed delivered in good condition and in accordance with the Contract, unless and to the extent said document indicates otherwise.
- 9.2 The Other Party B shall inform Boels In Writing by registered letter within two working days of delivery of any complaints it may have regarding any externally perceptible Defects in the items that have or reasonably could have been discovered during the inspection referred to in subsection 1, clearly specifying the Defects in question.
- 9.3 The Other Party A shall inform Boels of any defects which are not – and could not have been – discovered during such inspection in the manner indicated in subsection 2 within two weeks after their discovery.
- 9.4 Any right of action of the Other Party against Boels with respect to Defects in the items delivered by Boels shall lapse if Boels is not informed of the Defects within the terms referred to in subsections 2 and 3, and/or if Boels is not informed in the manner indicated in those subsections.
Any right of action of the Other Party against Boels with respect to Defects in the items delivered by Boels shall also lapse if:
 - a. The Other Party does not or insufficiently cooperate with Boels with respect to an investigation into the validity of the complaints;
 - b. The Other Party has not set up, handled, used, stored or maintained the items in the proper manner, or has used or handled the items under conditions not suitable for the items;
 - c. The Other Party has made repairs and/or changes to the items or has had repairs or changes made without Boels' explicit Written consent;
 - d. The item has been taken into use after the discovery of a Defect as referred to in subsection 2, or if use of the item is continued after discovery of a Defect as referred to in subsection 3;
 - e. the guarantee period referred to in Article 10 has lapsed.

Article 10: Defects and Guarantee

- 10.1 If within a period of time of 12 months after the delivery any Defects occur to a new item sold and delivered by Boels, the Other Party may require Boels to proceed to either repair or to the delivery of a replacement item *casu quo parts*, the latter under simultaneous return of the defective items *casu quo parts*.
- 10.2 The Other Party shall only be entitled to require replacement once Boels has been given the opportunity to repair the Defects in a reasonable period of time. No replacement can be claimed in case of a minor deviation not justifying replacement.
- 10.3 The Other Party A shall further be entitled to claim a (partial) refund of the Order Amount after it has (partially) cancelled the Contract, to the extent the Contract relates to the delivered defective item.
- 10.4 The guarantee work stated in Article 10.2 shall be performed by Boels free of charge if the guarantee claim is issued by the Other Party A; this applies in particular to transport costs and call-out charge. If the guarantee claim is issued by the Other Party B, Boels may charge any transport costs and travel and accommodation expenses related to the performance of such guarantee work, if performed outside Boels' place of business, to the Other Party B.
- 10.5 The guarantee term referred to in Article 10.1 may be extended against an additional payment of an amount yet to be agreed.
- 10.6 If the Other Party would require repair of the Defects and Boels would not, within 5 working days upon receipt of the item, succeed to complete the work needed for such repair, Boels will have an item of similar quality made available to the Other Party during the period of time of such repair, free of charge, provided and to the extent Boels has such an item in stock and without any further obligation.
- 10.7 The Other Party cannot appeal to the guarantee provision in case of any inappropriate use of the item, such as abnormally rough or injudicious use or misuse, neglect, and/or not following the instructions from the manual.
- 10.8 The Other Party B's right to proceed to cancellation of the Contract on any ground whatsoever shall therefore explicitly be excluded.

Article 11: Liability

- 11.1 The provisions included in this article shall apply to any contract concluded with the Other Party B.
- 11.2 Boels' liability shall expressly be limited to direct property damage and injury of the Other Party B caused by a provable defect to the item of Boels, or of its executives.

- 11.3 Furthermore, Boels' liability shall be limited to any relating amount paid that may be under the liability insurance taken out by Boels, increased by the franchise. In any case Boels' liability shall be limited to the Order Amount.
- 11.4 In no case Boels shall be held to compensation of trading loss, consequential loss, loss of sales or profit, loss due to delay and/or loss of operation.
- 11.5 The Other Party B shall hold Boels harmless against any third party claims, *casu quo* third party liability.
- 11.6 In no case Boels shall be liable for any damage caused by Safety Defects to an item.

Article 12: Cancellation and Termination with a Remote Sale

- 12.1 If the Other Party B would cancel the Order in any other case or in any other way than stated under subsection 4.3, the Other Party B shall be due 25% of the Order Amount plus VAT, with a minimum of €100.00 net.
- 12.2 In case of a Remote Sale the Other Party A shall be entitled to cancel the contract within 7 working days of receipt without justification. In case the Other Party A would use this option of cancellation it must inform Boels thereof in accordance with the return procedure described at Boels' website, and – at its expenses – return the item to Boels within 7 working days of the cancellation date, stating the return number acquired through the return procedure. The purchase price paid by the Other Party A will be reimbursed to the Other Party A within 30 days of cancellation, under deduction of the administration fees described in the return procedure. No cancellation shall be possible as to items that are damaged, or no longer are in the original and unopened packaging, or have been used or are no longer suitable to be sold.
- 12.3 Boels shall be entitled to refuse any returned items that no longer are in the state in which they were delivered to the Other Party A, i.e. including the original packaging, manual and warranty certificates, and to deduct any depreciation and/or return dispatch expenses from the amount to be reimbursed.
- 12.4 Boels shall not be responsible for any processing lead times applied by banks processing such reimbursements.

Article 13: Payment

- 13.1 Unless agreed otherwise In Writing, the Order Amount must be paid immediately upon conclusion of the Contract. If an invoice is sent, the Order Amount must be paid within 14 days of the invoice date, unless agreed otherwise In Writing or if indicated otherwise in the invoice. In exceptional cases Boels may demand a bank guarantee or prepayment.
- 13.2 All payments must be made at Boels' place of business, or in an account to be indicated by Boels. If a payment is made by bank or giro transfer, the date on which the amount is credited to Boels' account shall be considered the date of payment.
- 13.3 If the Other Party fails to pay 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 full payment of the statutory interest calculated on the unpaid amount. Such interest shall immediately be due and payable, without any further notice being required. Any costs related to collecting the amounts invoiced (including any out of court collection costs) shall be charged to 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, and all such excluding turnover tax.
- 13.4 In addition, if the Other Party fails to comply with its obligations under the Contract or fails to do so in a proper and timely manner, Boels will be entitled, cumulatively insofar as possible, to:
 - a. suspend performance of the Contract and/or any directly related Contracts, explicitly including the obligation to supply an item that has not yet been delivered or that is being repaired, until sufficient security has been given for payment;
 - b. fully or partially cancel such Contract and any related contracts, with or without judicial intervention, without Boels being obliged to pay any compensation;
 - c. compensation of the damage it has sustained.
- 13.5 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 claims by Boels against the Other Party shall be immediately due in a lump sum payment, and Boels shall be entitled, at its discretion, to suspend or to partially or fully cancel the Contract respectively, by simply informing the Other Party thereof, without any further notice of default or legal decision being required, and such with prejudice to Boels' right to claim compliance and/or compensation.
- 13.6 Boels shall be entitled to settle all its claims against the Other Party with one or more claims of the Other Party which it may have against Boels at any time.

Article 14: Force majeure

- 14.1 Boels shall not be held to any compensation to the Other Party if it is unable to fulfil its obligations or is unable to do so in a proper and timely manner as a result of force majeure.
- 14.2 Force majeure shall mean: any condition outside Boels' control and of such a nature that compliance with the Contract cannot reasonably be expected from Boels. This includes: strike, riot, war and other disturbances, boycotts, blockades, natural disasters, epidemics, lack of raw materials, impediments and disturbances in transport facilities, extreme weather conditions, fire, machinery breakdown, interruptions in Boels' operations, troubles with suppliers and/or any government regulations.

Article 15: Reservation of title and security

- 15.1 The items shall remain the property of Boels until the Other Party has fully paid any and all amounts it owes or will owe to Boels in that respect. This includes the Order Amount and any surcharges, interest, taxes and charges due pursuant to the Terms and Conditions of Sale or the Contract. Boels shall be entitled to demand the Other Party to furnish security as to compliance with its obligations if Boels considers such necessary.
- 15.2 Until ownership is transferred to the Other Party, it shall not be entitled to lease, rent or allow the use of the item to any third party, or to pledge or otherwise encumber it on behalf of any third party.
- 15.3 If and as long as Boels remains the owner of the item, the Other Party shall immediately inform Boels In Writing if the item is attached or any other claim is made in respect of the item or any part of it. If the Other Party is aware of any possible attachment on the item it shall inform Boels thereof. Moreover, the Other Party shall inform Boels of the location of such item upon its first request.
- 15.4 In the event that (any part of) an item is attached, or the Other Party is granted a suspension of payments or is declared bankrupt, it will immediately inform the bailiff levying the attachment, the administrator or the trustee of Boels' (ownership) rights.
- 15.5 In each of the cases described above, all Boels' claims against the Other Party shall be immediately payable and in full, and the Other Party shall be held to immediate restitution of any items that have remained unpaid, and Boels shall be entitled to be granted access to the Other Party's site and buildings as to take possession of such items. All related costs as well as any resulting (consequential) damage to be occurred by Boels shall be for the Other Party's account.

Article 16: Privacy

Boels shall respect the privacy of the Other Party. Boels shall process the personal data of the Other Party in accordance with the applicable privacy regulations and with the Privacy Statement available at the Boels website. The Other Party A agrees with the processing of its personal data.

Article 17: Applicable law and choice of forum

- 17.1 Any disputes arising from or as a result of a Contract concluded with Boels shall, at Boels' discretion and exclusively under Dutch law, be resolved by the competent court in the District of Maastricht, The Netherlands, or Utrecht, The Netherlands.
- 17.2 Notwithstanding the preceding subsection, the Court of Brussels, Belgium, or Oudenaarde, Belgium, shall, at Boels' discretion, have jurisdiction and under Belgian law if the Other Party has Belgian nationality and/or has its place of residence or its place of business in Belgium, and the Contract has been concluded with Boels in its capacity as Boels Verhuur N.V.
- 17.3 Notwithstanding the foregoing, any disputes with the Other Party A shall be resolved by the court that is legally authorised to examine the dispute if the Other Party A, within 1 month of Boels appealing to the clause of subsection 17.1, would chose to have the dispute resolved by the legally authorised court.