

# GENERAL TERMS AND CONDITIONS

## EKELS POMPEN

### I GENERAL PART

#### Article 1 General/Applicability/Quotations/Formation of Agreement

- 1.1 The following terms and conditions apply to all offers of Eekels Pompen, (hereinafter: 'Eekels'), and to all agreements concluded and to be concluded by Eekels and any agreements arising from these, or any (legal) transactions performed by Eekels, all in the broadest sense.
- 1.2 Eekels is part of Boels Verhuur B.V.
- 1.3 The applicability of any of the client's general terms and conditions is explicitly excluded, only the terms and conditions of Eekels apply.
- 1.4 All offers and quotations - including price quotations, brochures and price lists - are without obligation and can be revoked by Eekels without specific formalities, even after the client has accepted the offer. Revocation after acceptance by Eekels must be effected within 3 working days after the acceptance has reached the client.
- 1.5 Without prejudice to the provisions of Article 1.3, offers and quotations made by Eekels will be valid for a period of 14 days, unless indicated otherwise in writing. In the absence of acceptance within this period, the quotation will expire and Eekels will be entitled to alter the quotation, the price and terms and conditions included therein.
- 1.6 An agreement will only be concluded if and to the extent that Eekels accepts an order/assignment from the client in writing or otherwise by means of a confirmation, or if Eekels executes an order/assignment. If work is performed for which, in view of its nature and scope, no quotation or assignment confirmation is sent, the invoice will also serve as a confirmation of the assignment.
- 1.7 An acceptance of an offer of Eekels that deviates from the offer is considered to be a rejection of the original offer and will count as a new offer that is not binding on Eekels. This also applies if the acceptance deviates from the offer of Eekels on minor points only.
- 1.8 Any statements supplied by Eekels in illustrations, catalogues, drawings or otherwise regarding size, capacity, calculation, performance or results are not binding on Eekels. They are approximate only.
- 1.9 The annulment and/or nullity of any provision of these terms and conditions will not affect the validity of the remaining provisions of these terms and conditions.
- 1.10 In the event of conflict between the contents of the agreement concluded between the client and Eekels and these general terms and conditions, the provisions of the agreement will prevail. Amendments and additions to any provision of the agreement apply only if they are laid down in writing and signed by both parties.
- 1.11 Eekels is at all times entitled to amend these general terms and conditions. As soon as the amended general terms and conditions have been notified to the client, they will apply between Eekels and the client.
- 1.12 Eekels will not in any way waive its right to pledge and will never be bound by any prohibition on pledging. The client may not pledge or transfer rights and obligations under any Article of these general terms and conditions or the underlying agreement(s), unless Eekels agrees to this in writing. This provision has an effect under property law.

#### Article 2 (Rental) Prices/Additional Work

- 2.1 All (rental) prices included in the offers made by Eekels as referred to in Article 1.4 apply only to these offers and may be revised until such time as the agreement is accepted by Eekels. (Rental) prices are in euros and exclusive of VAT (omzetbelasting), unless explicitly stated otherwise.
- 2.2 After concluding the agreement, the (rental) prices may be increased on the basis of external factors (by the government or otherwise), including increases in taxes, external supplier prices, exchange rates, raw materials, freight charges, wages and/or social security charges, import duties, levies or other charges. The client is obliged to pay the price increase on Eekels' immediate request.
- 2.3 The (rental) price does not include transport costs, assembly costs, disassembly costs, (structural) drawings, (construction) calculations, packaging and VAT. These costs are invoiced separately. Sold packaging cannot be returned.
- 2.4 The (rental) prices stated in the catalogue/price list of Eekels must be regarded as non-binding guidelines. With the publication of a new catalogue/price list, all previous offers as stated in the old catalogue/price list will expire.
- 2.5 Eekels is entitled to charge separately for any additional work performed by it. Eekels will notify the client accordingly in writing. If the client has not objected in writing within 8 days after this notification, the client is deemed to have agreed to the scope and prices of the additional work. The client is obliged to pay the price of the additional work on Eekels' demand.

#### Article 3 Payments/Termination

- 3.1 Unless a different term of payment has been agreed, payment by the client must be made within 30 days of the invoice date, to a bank account designated by Eekels, in the currency stated in the invoice, without any right to discount, suspension or set-off.
- 3.2 If the client has not paid within the term of payment, the client will be legally in default by the mere lapse of this term, without a notice of default being required. Non-payment or overdue payment of an invoice will make all other invoices due to Eekels immediately payable.

- 3.3 In the event that the client is in default, the client will have to pay to Eekels an interest compensation equal to the statutory commercial interest rate plus 4% per annum, with effect from the day that payment should have been made at the latest. Part of a month will be considered a full month for the purpose of calculating interest.
- 3.4 In the event that the client is in default, the client will have to pay to Eekels all costs (including extrajudicial collection costs) incurred for the collection of the amount due. Contrary to Section 6:96(4) of the Dutch Civil Code and the Dutch Extrajudicial Collection Costs (Standards) Act (Wet normering buitengerechtelijke incassokosten, WIK) and its associated decree, the extrajudicial costs are set at 15% of the amount to be collected by Eekels, with a minimum of EUR 300.00 exclusive of VAT. The extrajudicial costs actually incurred will be due if they are higher than the result of the calculation applied.
- 3.5 Payments will first be deducted from the collection costs, then from the interest due and then from the principal sum. If the client fails to pay several invoices, a payment will - with due observance of the provisions of the previous sentence - first be deducted from the oldest invoice and then from the second oldest invoice, etc.
- 3.6 In the event that the client is in default, as well as in the following cases, Eekels is entitled to terminate the agreement without any judicial intervention, which will not affect its rights as referred to in the previous paragraphs of this Article, and any amounts due to Eekels by the client by virtue of the agreement will become immediately payable if:
  - a) a term of payment has been exceeded;
  - b) bankruptcy or a moratorium of payment on the part of the client has been filed;
  - c) the client's assets or claims are seized;
  - d) the client (company) is wound up or liquidated;
  - e) the client (natural person) has been placed under guardianship or dies.Furthermore, the client is obliged to immediately return the rented equipment (if applicable) and Eekels is entitled to gain access to the client's sites and premises in order to take possession of the rented equipment. All costs and damage or loss incurred or suffered by Eekels will be borne by the client and must be paid by the client on Eekels' demand.
- 3.7 As the terminating party, Eekels will never be liable for any compensation towards the client.
- 3.8 Eekels is entitled to require security for the fulfilment of payment obligations from the client prior to the performance of the agreement, in a manner to be determined by Eekels. If the client fails to fulfil this requirement within the period set by Eekels, the client will immediately be in default. Eekels will then have the right to terminate the agreement, in the course of which the client will be obliged to compensate Eekels for all loss suffered as a result.

#### Article 4 Drawings/Advice/Intellectual Property/Confidentiality

- 4.1 If Eekels is required to carry out advice, drawings, (assembly) calculations, (implementation) designs, samples, models, viewings, consultations, etc. on behalf of the client, Eekels is entitled to charge the client for these services. The client is obliged to pay these costs to Eekels on demand. The work is subject to best-efforts obligations and will be performed by Eekels to the best of its ability.
- 4.2 The client must timely and demonstrably provide all the information, data and decisions required for the performance of the work as referred to in Article 4.1 to Eekels. If the client provides information to Eekels, the latter may rely on the accuracy and completeness of such information in the course of performance of the agreement. The client will indemnify Eekels against any claims from third parties with respect to the use of advice, designs, calculations, drawings, samples, models, marks, etc. provided by or on behalf of the client. The client will immediately on request reimburse Eekels for the costs it incurred in defending such claims.
- 4.3 Eekels will retain the (intellectual) property rights and copyrights relating to the documents it has supplied to the client, i.e. designs, illustrations, drawings, diagrams, estimates, works, models, etc., even if costs have been charged for these documents. Eekels will not transfer any intellectual property rights to the client in the course of performance of the agreement. The client is not permitted to remove or alter any indication of copyrights, marks, trade names, patents or other rights ensuing from the delivered or rented equipment.
- 4.4 All information and data, designs, drawings etc. supplied to the client by Eekels, in the broadest sense of the word, are confidential. The client is not permitted to submit any documents, either as original or as a (photo) copy, to third parties for inspection or using purposes.
- 4.5 In the event that the client breaches the provisions of Article 4.3, the client will have to pay to Eekels an immediately payable penalty of €25,000 for each breach, without prejudice to the right to claim performance and/or compensation pursuant to the law in addition to the penalty. The client must return or destroy the documents provided by Eekels to the client immediately on request. In the event that the client breaches this obligation, the client will have to pay to Eekels an immediately payable penalty of €1,000 a day, without prejudice to the right to claim performance and/or compensation pursuant to the law in addition to the penalty.
- 4.6 The client will indemnify Eekels against any claim by third parties regarding any infringement of intellectual property rights.

Eekels is not liable for any damage or loss suffered by the client as a result of infringement of intellectual property rights of third parties.

#### Article 5 Assembly/Disassembly Work

- 5.1 Eekels and the client may agree on a fixed contract price, or an hourly rate on the basis of performance and management, or on a settlement per other measurable and agreed unit for the assembly/disassembly work to be carried out by Eekels.
- 5.2 The agreement for carrying out the assembly/disassembly work is based on performance under normal circumstances during normal working hours (i.e. 5 working days of 8 hours a day). Eekels is entitled to charge the client additional surcharges for overtime and other extraordinary circumstances. Additional costs resulting from amendments to safety regulations are payable by and at the risk of the client. In the event that the work to be carried out - if the contract price is fixed - deviates from the data supplied by the client on which the contract price is based, Eekels is entitled to charge the additional costs arising from this to the client, plus a reasonable profit margin.
- 5.3 The client is obliged to provide to Eekels, at its own expense and risk, a (construction) crane or a telescopic handler, including any required assistance, when carrying out the assembly/disassembly work.
- 5.4 Subject to Eekels' written permission, the client will not be permitted to make changes to the assembled or delivered material or to the construction/installation, or to use the assembled material for any purpose other than for which such material is intended under the terms of the agreement, at the risk of forfeiting all claims against Eekels. The client is obliged to timely and fully comply with the regulations and instructions issued by Eekels with regard to safety measures, use and maintenance thereof, at the risk of forfeiting all claims against Eekels.
- 5.5 Eekels' planning is leading for the carrying out of the assembly and disassembly work and the supply and removal of materials. Unless expressly agreed otherwise, the planning indicated is approximate only. If the planning is exceeded, the client will under no circumstances be entitled to compensation. Nor can the client claim termination of the agreement in this respect.
- 5.6 Title 12 of Book 7 of the Dutch Civil Code will not apply.

#### Article 6 – Force Majeure

- 6.1 Eekels is entitled to suspend the fulfilment of its obligations for the duration of the force majeure situation, or to terminate the agreement in part or in full by means of a written statement, without being obliged to pay compensation.
- 6.2 Force majeure on the part of Eekels is also understood to mean circumstances beyond its control. This includes: (the impact of) war, mobilisation, riots, natural disasters, illness, flooding, transport restrictions, restriction, suspension or discontinuation of supplies by public utility companies, special or extreme weather conditions, government measures, premature supply of materials required by third parties, intent or gross negligence of auxiliary persons, non-delivery, incomplete delivery and/or delayed delivery by suppliers, import and export bans, measures by Dutch and/or foreign government bodies, which make the performance of the agreement more difficult or costly than could have been foreseen at the time the agreement was concluded, frost, strikes and/or sit-down strikes, epidemics, pandemics, traffic disruptions, loss or damage during transport, fire, theft, disruptions in the supply of energy, machine defects, all of this both at Eekels' premises and at the premises of third parties from whom Eekels must obtain all or part of the required materials or raw materials, and furthermore all other causes beyond Eekels' control and/or action.
- 6.3 Force majeure may never be a reason for the client for not meeting any of its payment obligations nor for paying compensation to the client.

#### Article 7 – Retention of Title

- 7.1 All equipment supplied by Eekels within the framework of a purchase agreement will remain the property of Eekels as long as the client has not fulfilled any of its obligations under the agreement, including the payment of costs, interest, penalties and/or damages due. In the event of a rental agreement, the rented equipment will remain the property of Eekels at all times, regardless of the term of the agreement.
- 7.2 The client is obliged to keep the supplied equipment identifiable as property of Eekels and not to mix it with or build it into the equipment of third parties. The client is not allowed to dispose of, pledge or otherwise encumber the equipment supplied under retention of title for the benefit of third parties, unless Eekels has given its written consent. This clause has an effect under property law.
- 7.3 If and to the extent that Eekels cannot rely upon a retention of title for any reason because it has transferred ownership, the client will be obliged to establish a right of pledge on the equipment on Eekels' immediate request. In the absence of such a pledge, all Eekels' claims will become immediately due and payable and Eekels will be entitled to terminate the agreement without any judicial intervention, without prejudice to its right to compensation.
- 7.4 If Eekels has invoked a retention of title, it may repossess the equipment supplied. The client will do or refrain from doing anything necessary or useful for this purpose and will render full assistance, including Eekels' right to gain access to the sites and premises of the client and to enter these in order to take possession of the equipment. All the associated costs and all resulting damage or loss suffered by Eekels will be borne by the client.

7.5 When the client has met its obligations, after the equipment has been delivered to it under the agreement, the retention of title in respect of this equipment will be revived if the client fails to meet its obligations under a subsequent agreement.

#### Article 8 Liability

- 8.1 Eekels is never obliged to pay any compensation whatsoever to the client or others, unless intent or gross negligence exists. Eekels is never liable for (any) consequential loss or direct trading loss, personal injury, loss due to delay, direct or indirect loss, however named - including loss of profit and loss owing to stoppage - suffered by the client, its subordinates or third parties employed by it or engaged by it. The client will indemnify Eekels in this respect against all possible claims by third parties.
- 8.2 If, for any reason whatsoever, Eekels is unable to rely on the provisions of Article 8.1, its liability, on any legal basis whatsoever, is at all times limited to the damage or loss for which Eekels is insured under any insurance policy taken out by it or on its behalf, but will never exceed the amount paid out by this insurance policy in the case concerned. If Eekels, for any reason whatsoever, is unable to rely on the above-mentioned limitation, the obligation to pay compensation is limited to a maximum of 15% of the total amount of the agreement, exclusive of VAT. If the agreement consists of parts/subdeliveries, this obligation will be limited to a maximum of 15% (exclusive of VAT) of the amount of this part/subdelivery.
- 8.3 Without prejudice to the provisions of Section 6:89 of the Dutch Civil Code, any right of action of the client against Eekels will, in any case, become extinguished 12 months after the time when the liability should reasonably have become known.
- 8.4 Any claim for compensation against employees and other persons involved in the performance of the work on behalf of Eekels is excluded. This is a third-party clause, which the said persons can rely on at all times.

#### Article 9 Delivery Time/Delivery/Risk Transfer

- 9.1 Unless explicitly agreed otherwise, the delivery time/delivery period is approximate only and may never be regarded as a deadline. If the delivery time/delivery period is exceeded, the client will under no circumstances be entitled to compensation. Nor can the client claim termination of the agreement in this respect.
- 9.2 The client will reimburse all costs and damages Eekels has incurred or suffered as a result of a delay in the delivery time or implementation period due to relevant circumstances not reported by the client, suspension by Eekels, or delay as a result of additional work. The client will indemnify Eekels against any claims by third parties as a result of exceeding the delivery time or implementation period.
- 9.3 Deliveries, delivery times and delivery periods, and new deliveries, if any, may be suspended by Eekels for as long as the client fails to meet its payment obligations.
- 9.4 Unless otherwise agreed or unless Eekels decides to deliver at a different location, delivery will be ex works (Incoterms 2020) at the business premises of Eekels. From that time onwards, the client will bear the risk of the equipment, inter alia, as regards storage, loading, transport and unloading. In the event that the client fails to take delivery of the equipment, Eekels is entitled to charge the client for any associated costs, including storage costs, transport costs and insurance costs.
- 9.5 Eekels and the client may agree that Eekels will take care of the transport. The risk of storage, loading, transport and unloading, among other things, will be borne by the client, who may take out an insurance to cover such risks.

#### Article 10 Execution/Risk/Insurance/Completion

- 10.1 The client is obliged, at its own expense and risk, to timely obtain any (government) permits and approvals required by law or otherwise, and will timely inform Eekels in writing (including by e-mail) of the locally applicable regulations.
- 10.2 The client is responsible for all construction facilities required. The client is obliged to provide the mechanics and/or employees of Eekels with parking space, a canteen and sanitary facilities when working at the (construction) site.
- 10.3 If the client fails to comply with one of the following obligations at all, in time or in full, this will be deemed to constitute a serious breach on the part of the client on the basis of which Eekels is entitled to (extrajudicially) terminate the agreement without a notice of default being required, and to charge the client for all losses incurred or to be incurred by Eekels. The client is responsible for and will ensure, at his own expense and risk: - that the construction of the building in which, on which or to which the equipment is to be mounted is suitable for this purpose; - that any drawings and/or specifications and/or instructions on which the work to be carried out is based have been verified by the client and that the dimensions and other data stated have been checked; - that Eekels has received the client's own regulations and instructions well in time before the work starts, failing which Eekels is not bound by such instructions and/or changes; - that all obstacles on the site or at the construction site have been removed before the start of the performance of the agreement. Differences in subsoil levels have been levelled out and the subsoil is strong enough to carry the construction to be erected by Eekels; - that the place of assembly/disassembly and performance of the agreement is accessible by Eekels' means of transport; - that the client has all permits required for the assembly/disassembly and performance of the agreement; - that the client will observe all applicable government regulations, particularly the safety regulations; - that any duties due, if any - including municipal levy on encroachments in, on or above public land - are paid in time; and - that any mandatory street furniture, such as barriers and lighting, have been installed.
- 10.4 The client will bear the full risk of loss/damage, theft, misappropriation and loss of equipment and/or goods (i.e. tools or other materials) of Eekels and of third parties engaged by it, from the time that all or part of this equipment and/or these objects have been delivered to the (construction) site or the place of delivery. The client is obliged to take out adequate insurance against these risks.

10.5 The work, equipment and/or construction is regarded as completed when it has been approved by the client, when the work, equipment and/or construction or part thereof has been put into use by the client, or after Eekels has informed the client in writing that the work, equipment and/or construction is finished and the client has not provided a substantiated statement in writing that it has not approved of it, within 7 days. The client must give Eekels the opportunity to deliver the work, equipment and/or construction at a later stage. The client will indemnify Eekels against claims by third parties for damage caused due to the use of parts of the work, equipment and/or construction already supplied.

#### Article 11 – Complaints

- 11.1 All complaints, including those concerning quality, applicability and quantity, must be filed by registered letter to a director of/ person authorised to represent Eekels according to the trade register, at the risk of forfeiting all rights, within 24 hours of the delivery of the equipment, or at least after the defect could reasonably have been detected.
- 11.2 Any regulations and instructions given to the client by Eekels regarding the equipment delivered, such as those relating to loading and unloading, safety measures, assembly, use and maintenance, must be complied with by the client in time and in full, failing which the client will lose all claims against Eekels in this respect.
- 11.3 The client is not authorised to make any changes to the equipment delivered by Eekels without Eekels' approval, failing which the client will lose all claims against Eekels.
- 11.4 Reliance on a complaint does not discharge the client from its payment obligations towards Eekels.

#### Article 12 Personal Data Protection

- 12.1 Eekels collects and processes information (including personal data) of the client and its officers, employees and/or representatives in connection with client relationship management. In this context, Eekels is entitled to analyse the personal data in order to improve its service provision to the client. Eekels is also entitled to process personal data for marketing and other general purposes in connection with its activities. The client agrees with Eekels processing its personal data for these purposes.
- 12.2 Furthermore, the client agrees that Eekels may transfer personal data to other participants of the group Eekels is part of, anywhere in the world. The client also agrees that Eekels may disclose personal data to its suppliers or to third parties, if this is necessary for the execution of the client's assignment.
- 12.3 The client will at all times ensure that it has and continues to have the necessary consent of its officers, employees and representatives as regards the foregoing.
- 12.4 The client will indemnify Eekels in connection with the above and hold it harmless against any claims by third parties (including any claims by the above-mentioned officers, employees or representatives or the Dutch Data Protection Authority).

#### Article 13 Execution/Joint and Several Liability

- 13.1 Eekels is entitled to engage third parties for the performance of the agreement.
- 13.2 In the event of an assignment given jointly by or on behalf of several (legal) persons or entities, or if the services and work are actually performed by one or more (legal) persons or entities, including the client, each of the clients will be jointly and severally liable as a separate (legal) person or entity for meeting the payment obligations arising from the agreement.

#### Article 14 Applicable Law, Competent Court, Prevailing Language

- 14.1 Dutch law will apply. Applicability of the Vienna Convention on Contracts for the International Sale of Goods (CISG), or any other international regulation of which exclusion is permitted, is explicitly excluded.
- 14.2 All disputes, including those which are only regarded as such by one of the parties, arising from an agreement governed by these general terms and conditions, any agreements ensuing therefrom or these general terms and conditions themselves, will be submitted for settlement to the competent court in Eekels' place of business. Eekels may deviate from this rule governing jurisdiction and apply the statutory rules governing jurisdiction.
- 14.3 In the event of conflicts or discrepancies between the original Dutch text of these terms and conditions and this English translation, the Dutch text will prevail and shall be binding.

## II ADDITIONAL PROVISIONS RENTAL

#### Article 15 Applicability

15.1 These provisions apply in addition to the general part of the general terms and conditions, to the extent that they are not explicitly deviated from below, if a rental agreement (with Eekels as the provider and the client as party renting the equipment) exists.

#### Article 16 Rental Period

- 16.1 The rental period will be laid down in the rental agreement.
- 16.2 This rental period commences:
- when the rented equipment leaves Eekels' premises or company, if the client collects the rented equipment;
  - when the rented equipment is delivered to the client, if Eekels delivers the rented equipment to the client; and ends when the rented equipment, including all accompanying documents, parts and accessories, is returned to Eekels.
- 16.3 If the parties have agreed a fixed rental period, the client will not be permitted to return the rented equipment before the end of the agreed rental period.
- 16.4 If the rented equipment is returned to Eekels before the end of the agreed rental period - which is only possible after Eekels' written consent has been received - the client will be obliged to pay Eekels the reimbursement due under the agreement, based on the agreed rental period, as well as any additional costs resulting from returning the rented equipment early. The costs of returning the rented equipment will be borne by the client.
- 16.5 Delays occurring during the loading and/or unloading, transport and/or delivery of the rented equipment which are attributable

to circumstances that are reasonably at the client's risk are also included in the rental period.

- 16.6 The rental period will also be extended by the delay if the rented equipment is returned later than the agreed period, including the time spent on the repairs, cleaning, etc. of the rented equipment as a result of the client's negligence. Eekels will then be entitled to claim compensation from the client - in addition to payment of the rental due for the extension - for all damage or loss suffered by Eekels. This compensation for damage will in any case include the costs of lost rental income, the costs of replacement machines etc., if any, and other costs such as transport and administration costs. The client will indemnify Eekels against any claims for damage by third parties as a result of this.
- 16.7 During the rental period, Eekels is entitled to replace the rented equipment by other rented equipment of the same type.

#### Article 17 Rental/Payment

- 17.1 The rental and any additional cost elements, such as fuel costs etc., are included in the agreement.
- 17.2 Unless the parties have agreed otherwise, the rental is exclusive of VAT and all other taxes and duties which may or must be levied by the client for or in connection with the rental agreement.
- 17.3 The rental will be calculated per day, where part of a day is deemed to be a full day.
- The following applies for a rental period of less than one week:
- 1 day of rental = 40% of the gross weekly price
  - 2 days of rental = 80% of the gross weekly price
  - 3 days of rental = 100% of the gross weekly price
- The following applies for a rental period of more than one week:
- Each business day is 20% of the gross weekly price. One week is five business days.
- 17.4 Additional hours are charged on, but fewer hours are not deducted unless agreed otherwise in writing.
- 17.5 Eekels or its authorised representative may record the type and number of rental hours on workslips. In such case, the workslips will be prepared on a daily or weekly basis and signed for approval by both parties. If the client or its authorised representative does not avail itself of the opportunity to sign, the client will be deemed to agree with the contents of the workslips.
- 17.6 The client will, at its own expense, ensure that it has obtained the (building) permits and approvals required by law or otherwise for the assembly, completion, use and disassembly in time, and also that it observes all applicable government regulations, in particular safety regulations, ensuring that any levies, taxes, fines and duties - including municipal levy on encroachments in, on or above public land - due are paid in time and in full.
- 17.7 Unless otherwise agreed in writing, rental must be paid on the first day of each month after the rental period has started. Unless otherwise agreed in writing, fees for transport, delivery and completion as well as other costs must be paid at the start of the rental period. Fees for disassembling and returning the rented equipment must be paid on termination of the rental period.
- 17.8 Rental and other fees may be reviewed on 1 January of each year on the basis of the Consumer Price Index (CPI) series all households (2000=100), as published by Statistics Netherlands (CBS).
- 17.9 The rental for mechanically driven equipment will be based on a maximum working week of 45 hours. The rental may be increased for weeks during which the rented equipment is used for more than 45 hours per week, in proportion to the agreed rental and the number of overtime hours. The client is obliged to provide Eekels with a written statement of these overtime hours every four weeks.
- 17.10 If the rented equipment cannot be used due to defects, the client will nevertheless be obliged to pay the full rental. This is different only if the defects have immediately been reported to Eekels, the rental equipment is located within the borders of the Netherlands and the defects have not been remedied by Eekels within 24 hours after they have been reported; in that case the client will not owe any rental as long as the client is unable to use the rental equipment after 24 hours of reporting the defects to Eekels. If the rental equipment has been taken outside the Dutch borders, all costs for maintenance and repair, including replacement, will be payable by the client, irrespective of the cause.

#### Article 18 Deposit

- 18.1 Eekels may start a deposit which the client must pay to Eekels before the start of the rental period. The amount of the deposit will be determined on the basis of the duration of the rental period agreed and the value of the rented equipment.
- 18.2 If the client fails to pay a deposit in time, Eekels may terminate the rental agreement unilaterally, by extrajudicial termination, without prejudice to Eekels' right to compensation.
- 18.3 The deposit may not be considered by the client to be an advance payment of the rental due. At the end of the rental agreement, Eekels may offset any amounts due by the client - including any unpaid portion of the rental and/or compensation or costs to be incurred by Eekels - against the deposit - to restore the rented equipment to the state in which it was received by the party renting the equipment. The deposit will be repaid when it has been established that the client has complied with all of its obligations.

#### Article 19 Collection/Delivery of the Rented Equipment/ Inspection

- 19.1 Eekels and the client may agree that Eekels will deliver the rented equipment to the client. Agreed delivery times can never be regarded as deadlines.
- 19.2 The client must give Eekels the necessary delivery and removal instructions in time. The client must provide adequate unloading facilities at the delivery address. The client will make every effort to ensure that the rented equipment can be received immediately on arrival.
- 19.3 Any delays in delivery due to the fault or at the risk of the client (waiting period, etc.) will be borne by the client. The associated costs are payable by the client to Eekels as additional costs.
- 19.4 The client may inspect or test the rented equipment, or have it inspected or tested, immediately upon receipt.
- 19.5 Any visible defects, deficiencies, damage, leaks, etc. discovered

during such inspection or testing must be reported to the provider immediately upon receipt of the rented equipment, followed by a written confirmation thereof.

- 19.6 If the client does not make use of the aforesaid right to inspect or examine the rented equipment, or fails to report the result in time, it is deemed to have been received in good condition and ready for use.
- 19.7 Any defects in the rented equipment that the client could not reasonably have discovered during the inspection/examination, as well as any damage to, loss of or destruction of the rented equipment during the rental period must be reported to Eekels immediately, yet no later than within 24 hours of discovery thereof, stating all details, immediately followed by a confirmation to Eekels in writing. All consequences of failing to report immediately are at the client's risk and expense.

#### Article 20 (Transport) Risk

- 20.1 The client bears the risk of loss of or damage to the rented equipment during the entire rental period, i.e. also during transport carried out by the client itself. The client is obliged to pack and load the rented equipment in a manner appropriate to the type of equipment and the method of transport. This provision will also apply to any client that takes delivery of the equipment Eekels has delivered in containers, but is responsible for the unloading and reloading of it. The equipment must be carefully loaded, so that no damage can occur during transport as a result of the load shifting or falling over.
- 20.2 If, at the request of the client, the services of Eekels' employees are used for loading/unloading, coupling or uncoupling, this will be entirely at the risk of the client.
- 20.3 Unless otherwise agreed in writing, if it is agreed that Eekels will deliver the equipment to and/or collect it from the client, the client must assist with the loading/unloading of the equipment at the agreed location. If the client does not provide the necessary assistance for the loading and/or unloading of the equipment, the resulting costs will be payable by the client.

#### Article 21 Provision/Return

- 21.1 At the end of the rental period, the client must return the rented equipment to Eekels or make it available for collection in the condition it was in upon receipt - subject to normal depreciation and wear and tear - and include the keys and other accessories provided, all as agreed.
- 21.2 Unless the parties have expressly agreed in writing on extending the agreement, the client cannot rely on any extension.
- 21.3 After termination of the rental agreement, the client will be obliged to return the rented equipment to Eekels in an undamaged and clean condition. Rented equipment will be inspected on Eekels' premises or on the premises of the third-party rental company after they have been returned. The collection of the equipment by Eekels' carrier or the carrier of the third-party rental company cannot be regarded as such an inspection. If the client wishes to be present during the inspection, it must indicate this at the time of entering into the agreement, so that an appointment can be made for the time of the inspection (within 24 hours after return). If any contamination or incorrect packaging is discovered, without the client being present, the inspection by Eekels or the third-party rental company will be binding, and the client will be charged the relevant costs. Eekels is entitled to repair, replace and clean the rented equipment it receives, if Eekels considers such necessary. All costs associated with the above are to be borne by the client and will be invoiced separately. All this without prejudice to Eekels' right to compensation for damage and other costs. This compensation of damage will in any case include the costs of lost rental income and the costs of replacement for the rented equipment if required, and other costs, such as transport and administration costs, which Eekels must incur during the period of cleaning, repair, etc.
- 21.4 If the client fails to return the rented equipment - for any reason whatsoever - after the expiry of the rental period, Eekels may choose - without being required to give notice - to either extend the rental period by one day each time or to terminate the agreement. In the latter case, Eekels may terminate the agreement in whole or in part with immediate effect, without notice of default, by means of a written statement, and recover the rented equipment from the client at its expense. All this without any obligation arising for Eekels to pay compensation for damage, costs and/or interest.
- 21.5 In the event that the client - for any reason whatsoever - cannot return the rented equipment to Eekels, the client will owe compensation to Eekels that is equal to the valid sale value minus the discount percentage depending on the rental period, in accordance with the following graduated scale:
- | Rental period | Discount percentage      |
|---------------|--------------------------|
| 0-12 weeks    | 0% of the selling price  |
| 13-18 weeks   | 10% of the selling price |
| 19-26 weeks   | 20% of the selling price |
| 27-52 weeks   | 30% of the selling price |
| From 53 weeks | 40% of the selling price |
- 21.6 In the event that the parties agree that the rented equipment is to be collected by or on behalf of Eekels, the client must ensure that it has notified Eekels at least 48 hours in advance (not counting weekends and recognised holidays) of the date, time and the address where Eekels can collect the rented equipment. If the rented equipment is not ready for transport at the time stated by the client, all additional costs arising from this will immediately be payable by the client.
- 21.7 In the event that, at the end of the agreed or extended rental period, the client fails to return the rented equipment, in full or in part, at the agreed or indicated location, Eekels will be entitled to claim the rented equipment, or anything missing from it, from the client immediately and to remove it, or have it removed, at the client's expense and risk, the latter being obliged to grant Eekels access to the location or locations where the rented equipment is located.

#### Article 22 Obligations of the Party Renting the Equipment/ Use/Maintenance/Repair

- 22.1 The client will ensure that the rented equipment is used and maintained in accordance with its intended purpose and its nature during the rental period, all the foregoing with due observance of the operating, use and/or maintenance instructions of Eekels and/or the manufacturer. The client/its personnel, auxiliary personnel and/or other persons using the rented equipment on the instructions and/or under the responsibility of the client must be familiar with the instructions for use and/or with (other) manuals supplied with the rented equipment or attached to it, and must act in accordance with them. The client also guarantees that all persons using the rented equipment have the required skills and possess the relevant diplomas, certificates, driving licenses, etc. that are required by law or otherwise.
- 22.2 The client is responsible - to the extent applicable - for the use of the correct fuel and lubricants among other things and must ensure that the oil remains at the correct level.
- 22.3 The client is obliged to exercise due care to ensure that the rented equipment will remain in good condition during the rental period, is present, and is not mixed up. The client must carry out daily maintenance of the rented equipment. If the client does not have the necessary experience, it must request assistance from Eekels and pay the associated costs. The client is not authorised to carry out repairs on the rented equipment. Unless otherwise agreed, if the equipment is rented for such a lengthy period that the equipment must be maintained by Eekels, the client will pay Eekels the maintenance costs. The client will continue to owe the rental during the period when Eekels is carrying out the maintenance work.
- 22.4 The client is liable for all damage arisen during the rental period and must immediately report such damage to Eekels after occurrence thereof, stating all details. Repair of damage and/or repair work may only be carried out by Eekels or - after its explicit permission - on the instructions of Eekels. If a return shipment/transport is needed for repair work, this will only take place at the expense and risk of Eekels if Eekels has agreed to this in advance and in writing.
- 22.5 The costs of the alterations made to the rented equipment - after permission has been granted - will be borne by the client. The client can make no claim for compensation of the said costs or the increase in the value of the rented equipment as a result of the changes. At the end of the rental agreement, Eekels will decide whether it wishes to have the changes made by the client removed or that they can remain. In the first case, the client has to return the rented equipment to the condition it was in at the start of the rental agreement. These associated costs will be payable by the client.
- 22.6 During the rental period, Eekels will be permitted to check the condition of the rented equipment and the manner in which it is used, as well as to test, adjust, repair or replace the rented equipment, without any right to have the direct or indirect damage on the part of the client compensated. The client will ensure that Eekels or its authorised representative(s) is or are provided with access to the rented equipment.
- 22.7 The client must take steps to prevent theft of the rented equipment, for example by making (correct) use of padlocks (possibly those supplied with the rented equipment), keeping the rented equipment in an enclosed area, keeping the rented equipment out of sight of third parties, chaining the rented equipment, etc.
- 22.8 The client may not grant anyone any right to the rented equipment, or to sublet the rented equipment to any third party, or to transfer its rights arising from this agreement to any third party, either in whole or in part. Nor is the client permitted to remove the rented equipment, without Eekels' permission, from the place of the work for which it is intended and/or to set it up at other places and/or works.
- 22.9 The client declares to be familiar with and, in so far as necessary, to agree to the fact that the ownership of the rented equipment can become vested in a third party or that the rented equipment can be or become pledged to a third party to serve as security for the payment of all amounts that this third party can or may claim from Eekels pursuant to the rental and/or financial lease agreements or for any reason whatsoever.
- 22.10 Notwithstanding the existence of the present rental agreement, the client is obliged to surrender the rented equipment to the third party immediately on request, without the client being able to invoke any right of retention, if and when the third party claims to surrender the rented equipment on the grounds of non-compliance with Eekels' obligations in respect of the third party. As a result of this claim, the present rental agreement will be terminated by operation of law with immediate effect. The above-mentioned surrender must take place at the offices of the third party or at a location designated by this third party. Eekels will not be liable for compensation to the client as a result of terminating the rental agreement or demanding the rented equipment.
- 22.11 The client agrees that the third party will substitute Eekels, if the situation referred to in Article 22.10 arises and the third party would like to continue the use of the rented equipment by the client under the same conditions.
- 22.12 The applicability of Sections 7:226 and 7:227 of the Dutch Civil Code is excluded.
- 22.13 Articles 22.9, 22.10, 22.11 and 22.12 constitute a third-party clause which cannot be derogated from by Eekels and/or the client.

#### Article 23 Insurance and Severance Schemes

- 23.1 The client is liable for all damage to and disappearance of the rented equipment during the rental period. The above-mentioned risk is largely limited if (one of) the following schemes apply (applies). It is not possible to conclude one or both of the following schemes for all equipment. If it is possible to conclude one or both of these schemes for the equipment to be rented, it will, in principle, be mandatory to conclude the waiver scheme(s). Any agreement or framework agreement may contain different arrangements in this regard. Nonetheless, the content of the relevant individual agreement will be decisive in respect of whether one or both of the schemes apply.

- 23.2 For the specific content (and rates), Eekels refers to the conditions governing these schemes. These terms and conditions are available from any of Eekels branches and can be downloaded from: [www.eekels.eu](http://www.eekels.eu). A copy will be sent on request.

#### A. Damage Waiver Scheme

- 23.3 The coverage of the damage waiver scheme applies only to the client. The following is excluded from coverage in particular: damage as a result of fire, theft, inexperience and/or careless use and/or negligence and items from third-party rental companies.
- 23.4 A surcharge of 10% of the rental will be due for the damage waiver scheme, unless a different percentage has been indicated in writing. An excess applies to the damage waiver scheme, depending on the value of the rented equipment.

#### B. Fire/Theft Scheme for Companies

- 23.5 The fire/theft scheme covers damage caused by fire or theft, with the exception of (among other things) damage caused by intent or deliberate recklessness, inexperience and/or careless use, unauthorised re-renting of the equipment or making it available to third parties, damage to equipment from third-party rental companies, or if the party renting the equipment can derive a right to compensation under an insurance policy.
- 23.6 The basis for the surcharge for inclusion in the fire/theft scheme is a percentage of the rental amount. An excess applies to the fire/theft scheme, depending on the value of the rented equipment.

#### C. Insurance

- 23.7 If the client wishes to take out its own insurance for the rented equipment, Eekels is expressly entitled to demand that the client includes Eekels as a party who is entitled to receive payments under the insurance policy, or to demand that the client submit a confirmation of cover. Any excess will be payable by the client.
- 23.8 If an acceptance scheme applies in respect of the client's CAR insurance policy, the client hereby declares in advance that Eekels can and may derive rights under the CAR insurance policy as a (co-)insured party. Any excess will be payable by the client.
- 23.9 Eekels declares that liability insurance has been taken out for objects that are subject to the Dutch Civil Liability Insurance (Motor Vehicles) Act, which insurance meets the requirements set by or pursuant to this Act. However, the client who expressly agrees to indemnify Eekels in this respect, will bear the costs of:
- Any damage or loss suffered by third parties which, although it will be compensated for by the insurer under the above-mentioned Act, is not covered under the terms of the policy. This is the case, for example, if the driver was under the influence of alcohol or drugs at the time the damage or loss occurred;
  - The excess mentioned in the insurance policy;
  - Any damage to aboveground or underground pipes or cables and/or the ensuing consequential damage or loss;
  - Fines, tickets and/or costs incurred by Eekels, resulting from the client (or its personnel / auxiliary personnel / other persons for whom it is responsible) driving on the public road with unregistered machinery and equipment (that is subject to the Dutch Civil Liability Insurance (Motor Vehicles) Act);
  - Any damage or loss falling within the exceptions provided for by law.

#### Article 24 Liability of Client

- 24.1 The client is liable for all loss, damage to and theft of the rented equipment during the term of the agreement.
- 24.2 If the damage has occurred as a result of any acts or omissions contrary to the statutory regulation on the part of the client, the client will also be fully liable for all damage that Eekels suffers as a result. The client explicitly declares that it will indemnify Eekels in this respect, including the costs of legal assistance.
- 24.3 If the client returns the rented equipment outside Eekels' opening hours or makes it available to Eekels for collection at a location other than its business location, the client will remain liable for any loss or damage suffered by Eekels until the time Eekels has actually inspected the rented equipment or had it inspected. In the situations mentioned here, Eekels will inspect the rented equipment, or have it inspected, at the first opportunity and immediately inform the client if any damage is detected.
- 24.4 Eekels can never be held liable for any damage or loss (direct and/or indirect) inflicted on the client and/or third parties as a result of and/or in connection with the use of the rented equipment, regardless of the nature of the damage. The client explicitly declares that it indemnifies Eekels against any claims in respect of such damage or loss, including the costs of legal assistance.
- 24.5 Operational staff who are hired by Eekels will work under the responsibility of the client; Eekels can never be held liable for any ensuing or related damage or loss (direct and/or indirect) inflicted on the client and/or third parties. The client will indemnify Eekels and its operational staff, except in the event of intent or gross negligence, against any claims, including the costs of legal assistance.

#### Article 25 Verification and Building Rights

- 25.1 During the rental period, or in the event of a sale, as long as the equipment is still subject to Eekels' retention of title, the client is prohibited from permanently attaching the goods to immovable property, including the ground. Should the client act contrary to this, in the case of rental, the owner of the land will not acquire ownership of the rented equipment, as the parties only intend to temporarily use the rented equipment in view of the rental agreement.
- 25.2 During the rental period(s), the client will, immediately on Eekels' request, establish building and planting rights on the leased property, without Eekels having to pay a fee for this. The costs of establishing the building and plantings rights are payable by the client.