

# General Rental Conditions

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



## Article 1 Definitions

In these General Rental Conditions the terms set out below, if capitalised, will have the following meanings:

- A. **Offer(s):** a proposal by Boels to enter into an Agreement to the extent that the intention of Boels to be bound on acceptance of the proposal is evident;
- B. **GDPR:** Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);
- C. **Appendix/Appendices:** additional conditions relating to the specialist departments Rail Equipment Rental (Appendix A), Portable Kitchens (Appendix B) Boels Site Accommodation (Appendix C) and Boels Power & HVAC (Appendix D);
- D. **Boels:** depending on the company with which the Agreement is entered into, either: Boels Verhuur B.V., also trading under the trade names of: Boels Rental, Boels Power & HVAC, Boels Traffic Service, Boels Portable Kitchens, Boels Site Security, Boels Survey & Laser, Boels Site Accommodation, or: Boels Verhuur N.V.;
- E. **Daily Maintenance:** daily maintenance in accordance with the Information provided to the Lessee and/or which can be consulted on the website [www.boels.com](http://www.boels.com), such as refilling lubricants and fluids and simple technical repairs such as replacing lamps and cleaning air filters;
- F. **Current Market Value:** the original price less an amount for depreciation due to obsolescence or wear and tear;
- G. **Defect(s):** a defect in the Rental Equipment that is attributable to Boels, which defect was already present and/or which was due to a circumstance existing prior to the time the Rental Equipment was provided to the Lessee, resulting in the Rental Equipment not working (properly);
- H. **Information:** manuals, directions for use, instructions, and the like provided to the Lessee by Boels or via the website: [www.boels.com](http://www.boels.com);
- I. **Lessee:** any natural person, not acting in the course of a profession or business (if specified: **Lessee A**), any natural person acting in the course of a profession or business and any legal entity or other legal form (if specified: **Lessee B**) being in a contractual relationship to Boels, pursuant to an Agreement entered into with Boels. This particularly includes the person on whose instructions and for whose account Rental Equipment is rented;
- J. **Rental Equipment:** the Rental Equipment rented out by Boels to the Lessee, including accessories, attachments, and any replacement parts;
- K. **Quotation:** a written proposal by Boels addressed to the Lessee for the purpose of entering into an Agreement;
- L. **Order Amount:** the total amount payable to Boels by the Lessee based on the Agreement;
- M. **Agreement(s):** the (rental) agreement entered into between the Parties to which the Rental Conditions and Appendices, if any, apply;
- N. **Parties:** Boels and the Lessee together;
- O. **in Writing/Written:** the term "in Writing/Written" means both by written document and electronically via e-mail, insofar as the documents (written or electronic) originate from authorised representatives of Boels or (depending on the context) the Lessee;
- P. **Rental Conditions:** these general conditions of Boels;
- Q. **Business Day(s):** Monday to Friday from 07:00 to 17:00 hrs and Saturday from 08:00 to 12:30 hrs.

## Article 2 Applicability

- 2.1 The Rental Conditions apply to all Offers, Quotations and Agreements, as well as to all other legal relationships between the Parties arising therefrom or relating thereto, such as tacit renewal and extensions of Agreements and follow-up or repetitive orders, unless the Parties have agreed otherwise in Writing.
- 2.2 The Appendix or Appendices apply to the extent that the Rental Equipment is provided by one or more of Boels' specialist departments. If, for example, a portable kitchen is rented, Appendix B will apply in addition to the Rental Conditions.
- 2.3 Derogations from or additions to the Agreement, the Rental Conditions or the Appendices, will only be binding if expressly agreed in Writing by Boels. If any such derogations or additions are nevertheless tolerated by Boels, this will not create a precedent and the Lessee cannot derive any rights from this for any other or future Agreements.
- 2.4 The Lessee declares that its general terms and conditions are not applicable to the Agreement, and that any reference to its general terms and conditions in correspondence or otherwise is based on standard references for which there are no legal consequences in the legal relationship between the Parties, and that the Lessee therefore will not invoke the applicability of its general terms and conditions.
- 2.5 In case of conflict between the contents of the Rental Conditions and/or the Appendices on the one hand and the Agreement on the other, the contents of the Agreement will prevail over the contents of the Rental Conditions and the Appendices.
- 2.6 In case of conflict between the Dutch text of the Rental Conditions and/or the Appendices on the one hand and translations thereof on the other, the Dutch text will prevail.
- 2.7 Boels is entitled to amend or supplement these Rental Conditions and Appendices. Amendments or additions will also apply to Agreements in force, however, only if agreed in Writing between the Parties, or after expiry of 30 days after Written notification thereof if the Lessee has not objected to the amendments or additions.

## Article 3 Formation of the Agreement

- 3.1 Specific rental applications from the Lessee are binding and constitute an offer to enter into an Agreement. In this case, the Agreement is entered into by Boels accepting the Lessee's rental request in Writing.
- 3.2 Furthermore, the Agreement is entered into at the time a Quotation or Offer from Boels is accepted by the Lessee in Writing, unless Boels revokes the Quotation or Offer within a period of up to three Business Days after the Lessee's acceptance.
- 3.3 Agreements entered into in a Boels store will be signed electronically using a signing tablet. In this case, the Agreement is entered into at the time of signing the Agreement electronically by the Lessee. Prior to signing, the Lessee has the opportunity to read, download and save the Rental Conditions and the Rental Protection Plan (see Article 19) via the website: <https://www.boels.com/nl-nl/rental-conditions>. The agreement signed electronically as well as the Rental Conditions and the Rental Protection Plan will be sent to the e-mail address provided by the Lessee immediately after the Lessee has signed the Agreement.
- 3.4 The Agreement has in any case been entered into at the time Boels has started executing the content of the Agreement.

## Article 4 Content of the Agreement

- 4.1 The content of the Agreement and the extent of Boels' obligations are determined solely by the content of the accepted Quotation, the Agreement, the Rental Conditions, any Appendices and arrangements agreed with Boels in Writing. In the event of any conflict between the Quotation on the one hand and the Agreement on the other, the content of the Agreement will prevail.
- 4.2 Non-material derogations from the Agreement by Boels are permitted if and to the extent that the derogations do not relate to the fundamental requirements communicated by the Lessee to Boels in Writing prior to the formation of the Agreement and to the extent that the performance is not rendered by Boels does not change fundamentally due to the derogations. Non-material derogations also include the provision of Rental Equipment comparable as regards its nature and performance.

- 4.3 The Lessee will be entitled to terminate the Agreement if the Lessee can demonstrate that the Rental Equipment deviates from the Agreement and/or the Information provided by Boels to such extent the Lessee can no longer reasonably be required to perform its obligations under the Agreement. However, in no event Boels will be obliged to pay any compensation.
- 4.4 For the fulfillment of its obligations under the Agreement, Boels is entitled to rent (similar) Rental Equipment (which may include personnel) from a third party (third-party rental company).

## Article 5 Rental period

- 5.1 The rental period starts on the agreed date, but in any event no later than the day Boels provides the Rental Equipment to the Lessee or the day Boels delivered the Rental Equipment at the agreed location.
- 5.2 The rental period ends on the agreed date, but in any event no earlier than: if it has been agreed that the Lessee will return the Rental Equipment; at the time the Lessee has returned the Rental Equipment to Boels and the Lessee has received a delivery receipt. The Lessee will consult the current opening hours of the relevant Boels store prior to the return;
- B. if it has been agreed that the Rental Equipment is to be collected by Boels: on the date stated in the deregistration notice, but only to the extent that the deregistration notice complies with the provisions of this Article 5.
- 5.3 If no end date has been agreed in the Agreement, the rental period will end on the date specified in the deregistration notice.
- 5.4 The deregistration notice regarding the Rental Equipment must be sent by e-mail to the e-mail address of the Boels store where the Rental Equipment was collected or from where the Rental Equipment was delivered, and must contain the following details:
- contact details of the Lessee;
  - contract number;
  - description of the Rental Equipment to be collected (with item number(s) in case of partial deregistration);
  - desired end date;
  - location where the Rental Equipment is to be collected;
  - name and telephone number of the contact person at the location where the Rental Equipment is to be collected;
  - if applicable: location of key(s);
  - the exact reporting location for Boels' driver.
- 5.5 If the Lessee has rented several items, the Lessee may deregister one or more items (partial deregistration), provided that the deregistration notice complies with the provisions of this Article 5. Any additional (transport) costs associated with partial deregistration will be paid by the Lessee. The Agreement will continue in respect of the remaining Rental Equipment until the rental period ends in one of the manners described in this Article 5.
- 5.6 The period between the time of sending the deregistration notice and the desired end date stated in the deregistration form should be at least one Business Day. Subject to Boels' express written permission, the desired end date cannot be before the (initially) agreed end date.
- 5.7 If the Rental Equipment has not been returned to Boels or has not been properly made available for return to Boels on the agreed date, or if theft of the Rental Equipment has not been reported in accordance with Article 11.2, the Lessee will be in default without further notice being required.
- 5.8 If it has been agreed that the Lessee will collect the Rental Equipment from one of Boels' stores and the Lessee fails to do so, the Lessee will not be released from its (payment) obligations under the Agreement.
- 5.9 Premature deregistration and/or return of the Rental Equipment by the Lessee will not release the Lessee from the obligation to pay the rent until the end of the agreed rental period, unless otherwise agreed in Writing.
- 5.10 The rental period will not be interrupted by (weather-related) downtime, weekends or by (public) holidays, unless otherwise agreed in Writing.

## Article 6 Collection by the Lessee, delivery by Boels and risk transfer

- 6.1 The Lessee must collect the Rental Equipment at one of Boels' stores, unless it has been agreed that Boels is to deliver the Rental Equipment.
- 6.2 The Lessee or its representative must properly identify himself or herself to Boels' employee(s) when collecting the Rental Equipment.
- 6.3 If it has been agreed that Boels is to deliver the Rental Equipment, Boels will exert itself to deliver the Rental Equipment on the agreed date and at the agreed location. Delivery usually takes place between 08:00 and 18:00 hrs. Delivery will be to ground floor entrances, unless agreed otherwise in Writing.
- 6.4 If Boels exceeds the agreed delivery time, the Lessee must inform Boels of this in Writing and in detail, after which Boels will exert itself to still deliver the Rental Equipment within 48 hours.
- 6.5 If Boels has still not delivered the Rental Equipment after the period mentioned in Article 6.4, Boels will be in default and the Lessee will be entitled to terminate the Agreement without Boels being obliged to pay damages.
- 6.6 Boels is authorised to make delivery of the Rental Equipment in parts or to wait the delivery until the whole order is ready. Where appropriate, this will be discussed with the Lessee. In case of delivery in parts, Boels will be authorised to invoice the equipment already delivered.
- 6.7 The Lessee must ensure that the delivery location is easily accessible to Boels. Any requirements made by the Lessee for access to the delivery location must be communicated in Writing to Boels prior to or on entering into the Agreement and accepted in Writing by Boels, failing which such requirements cannot be enforced against Boels. Furthermore, the person authorised to accept delivery must be present at the delivery location. If the location is not (properly) accessible and/or if there is no authorised person who can properly identify himself or herself during delivery, Boels can opt between taking back the Rental Equipment or leaving the Rental Equipment on location. If Boels decides to take back the Rental Equipment, any additional transport and other associated costs must be paid to Boels by the Lessee.
- 6.8 The Rental Equipment is deemed to be provided to the Lessee and the associated risk to have passed to the Lessee at the time when:
- A. the Rental Equipment is handed over to the Lessee by Boels if it has been agreed that the Lessee is to collect the Rental Equipment at the agreed location;
- B. the Rental Equipment is delivered at the agreed location by Boels if it has been agreed that Boels is to make the delivery of the Rental Equipment.

## Article 7 Inspection by the Lessee, Defects and Complaints

- 7.1 The Lessee must inspect the Rental Equipment for external observable Defects immediately after the Rental Equipment has been provided. The Lessee must note any Defects discovered during the inspection on the delivery note or send a specified report to Boels in Writing within 24 hours after handover or delivery. The Rental Equipment is deemed to have been delivered in good condition and in accordance with the Agreement if and to the extent that the delivery note does not state otherwise and Boels has not received a report as referred to above within 24 hours after handover or delivery.
- 7.2 If a Defect comes to light during the Rental Period, the Lessee will send Boels a specified report of this in Writing within 48 hours of discovery, but in any event no later than the nature of the Defect requires. Boels will remedy the Defect within a reasonable period or replace the Rental Equipment with comparable equipment.
- 7.3 Any right of the Lessee to claim against Boels, (partly) based on a Defect will lapse in the event:
- A. the Defect has not been reported to Boels within the periods set above in paragraphs 1 and 2 and/or not in the manner indicated therein;
- B. the Lessee does not cooperate or insufficiently cooperates with Boels in respect of an investigation of the merits of the complaints, and/or has not given Boels sufficient opportunity or no opportunity at all to remedy the Defect or to replace the Rental Equipment.

- C. the Lessee has not set up, handled, used, stored or maintained the Rental Equipment properly or under suitable conditions;
- D. the Lessee has made repairs and/or modifications or allowed others to make repairs or modifications to the Rental Equipment without the prior, explicit and Written permission of Boels;
- E. the Lessee has put the Rental Equipment into use after discovery of the Defects, or if the use of the Rental Equipment is continued after the Defects have been discovered.

## Article 8 Return and risk

- 8.1 The Lessee must return the Rental Equipment to Boels cleaned and sorted, well-ordered and stacked (in the same manner as received by the Lessee), together with keys, Information and accessories, if any, in the same condition in which the Lessee received the Rental Equipment at the start of the rental period, subject to any normal wear and tear.
- 8.2 If it has been agreed that Boels will collect the Rental Equipment, Boels will exert itself to collect the Rental Equipment on the agreed date or on the date agreed in the deregistration notice. Transport will usually take place between 08:00 and 18:00 hrs.
- 8.3 The Lessee must ensure that the Rental Equipment is ready for transport at the agreed location as from the day the Rental Equipment is to be collected, that the location is easily accessible, that the Rental Equipment is situated on the ground floor, and is attended by the person authorised to return the Rental Equipment. If one or more of the above-mentioned conditions are not met, Boels will nevertheless be entitled to take back the Rental Equipment. Any additional costs will in this case be payable by the Lessee.
- 8.4 If it has been agreed that Boels is to collect the Rental Equipment, the Lessee will be responsible for the Rental Equipment until the time Boels has collected the Rental Equipment, for up to a maximum period of two Business Days counting from the end of the rental period, and will therefore also be liable for penalties, damage and/or loss or theft in accordance with the Agreement and the Rental Conditions. The above-mentioned responsibility of the Lessee ends at 00:00 on the above-mentioned second Business Day after the end of the rental period.
- 8.5 If the Lessee has collected the Rental Equipment from one of Boels' stores, the Lessee must return the Rental Equipment on the End Date at the agreed location, or, if no location has been agreed, at the same location as where the Lessee collected the Rental Equipment, unless otherwise indicated in Writing by Boels. The Rental Equipment can only be returned by the Lessee during the opening hours of the relevant Boels store (see the website [www.boels.com](http://www.boels.com) for current opening hours).
- 8.6 After the Rental Equipment has been returned to Boels, it will be inspected at one of Boels' locations or at a third-party rental company. Collection of the Rental Equipment by Boels' carrier or by a third-party rental company will not constitute such an inspection. If the Lessee wishes to be present during the inspection, the Lessee must indicate this in Writing 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). Boels will record the result of the inspection. If contamination, pollution or incorrect packaging is discovered on inspection, without the Lessee being present, the inspection by Boels or the third-party rental company will be binding, and the Lessee will be charged the relevant costs.
- 8.7 If the inspection referred to in the previous paragraph of this Article 8 reveals damage to the Rental Equipment, the Lessee will be informed of this in Writing. This report will set a reasonable period during which the damaged Rental Equipment will be kept available for the Lessee for the purpose of a second opinion. After expiry of this period, Boels will proceed to make repairs or replacements and the costs of this (or if applicable: excess in accordance with Article 19) will be charged to the Lessee. If the Lessee does not make use of the possibility of a second opinion within the stipulated period, the damage assessment conducted by Boels or the third-party rental company will be binding.

## Article 9 Obligations of the Lessee

- 9.1 The Lessee, its personnel and the persons who use and/or operate the Rental Equipment on the instructions and/or under the responsibility of the Lessee must comply with the following regulations:
- the Rental Equipment will, unless otherwise agreed in Writing, only be used in the Netherlands (if the Agreement has been concluded with Boels Verhuur B.V.) or in Belgium (if the Agreement has been concluded with Boels Verhuur N.V.) for a purpose for which it is suitable in accordance with the user instructions available and/or other Information, including regulations described in the Appendices, accompanying the Rental Equipment or attached thereto and/or via de website [www.boels.com](http://www.boels.com). Any Information that is missing may be requested in Writing from Boels;
  - the Rental Equipment will only be used by competent persons who hold the diplomas, certificates, driving licences and other qualifications required by law and otherwise;
  - the Rental Equipment will only be used in accordance with applicable (inter/supra)national legislation and regulations and other governmental regulations regarding such use;
  - the Lessee ensures at its own expense that it will obtain and retain any permits, dispensations and approvals required for the use of the Rental Equipment;
  - the Lessee will refrain from permanently modifying the Rental Equipment, for instance by attaching or removing components, other than in normal use;
  - the Lessee will take appropriate precautionary and protective measures against weather influences and excessive use of the Rental Equipment;
  - the Lessee will take adequate preventive measures to avoid damage to, vandalism, theft and loss of the Rental Equipment, including but not limited to the (correct) use of locks, storage, out-of-sight placement and chaining.
- 9.2 The Lessee's failure to comply with one or more of the obligations set out in the preceding paragraph will constitute a material breach, and damage to the Rental Equipment arising afterwards will be assumed to be the result of failing to comply with these provisions, subject to evidence to the contrary to be furnished by the Lessee. Failing to comply with one or more of the preceding regulations will furthermore lead to expiry of insurance coverage and expiry of the applicability of the Damage or Fire/theft waiver scheme(s) as described in Article 19.
- 9.3 The Lessee is obliged to perform Daily Maintenance on the Rental Equipment. Damage as a result of failing to perform Daily Maintenance correctly will be payable by the Lessee. If the Lessee does not have the expertise required to perform Daily Maintenance, the Lessee must timely notify Boels thereof in Writing. In this case, Boels will perform the Daily Maintenance required at the Lessee's expense. The Lessee is not authorised to carry out repairs of the Rental Equipment, other than small repairs. If interim maintenance (other than Daily Maintenance) is required due to the term of the Agreement, Boels will perform such maintenance and charge the costs thereof to the Lessee. The Lessee will continue to owe the rent during the period in which Boels is performing the maintenance.
- 9.4 The Lessee undertakes to pay to Boels or to the relevant entitled party (authority) all charges, taxes (including encroachment licence fees) and fines, as well as the resulting administrative costs, arising from the use of the Rental Equipment and incurred during the rental period. If Boels is faced with such costs, the Lessee will pay to Boels the administrative costs incurred by Boels in handling the administration, which administrative costs will be a minimum of €50.
- 9.5 Subject to Boels' prior Written permission, the Lessee may not sublet the Rental Equipment or make it available to third parties, all of this at the risk of forfeiting the insurance coverage and/or coverage pursuant to the Damage or Fire/theft waiver scheme(s) described in Article 19.

- 9.6 The Lessee undertakes to give Boels and/or persons designated by it access to the Rental Equipment at all times, to reject any third-party claims concerning the Rental Equipment and to indemnify Boels for such claims in this regard.
- 9.7 The Lessee cannot oblige Boels' personnel to follow the Lessee's instructions or perform work under the Lessee's supervision.
- 9.8 In the event of attachment of all or part of the Rental Equipment, provisional or definitive suspension of payments or insolvency of the Lessee, the Lessee will immediately inform the bailiff making attachment, administrator or receiver of the property rights or other rights of Boels and allow inspection of the Agreement.
- 9.10 The Lessee will immediately notify Boels in Writing if an attachment is levied on the Rental Equipment, or any part of the Rental Equipment is otherwise claimed, and will provide Boels with a copy of the attachment documents. The Lessee will inform Boels on demand of the relevant Rental Equipment location.

#### Article 10 Prices

- 10.1 Unless otherwise stated in Writing, all prices published by Boels are subject to change, which change will be determined by Boels. Any such change will be affected primarily on the basis of inflation, but may also be related to market developments, including increases in costs, prices of fuel and raw materials, or a change in legislation or regulations.
- 10.2 The agreed prices will only apply to the performance set out in the Agreement. Boels is entitled to increase the agreed prices if - after the Agreement has been entered into - additional work is carried out, increases in the costs occur related to the performance of the Agreement (including changes in freight rates, import and export duties or other levies and/or taxes at home and abroad, wages, social security charges and exchange rates) or as a result of (amended) legislation or regulations.
- 10.3 The daily rates as specified on Boels' website are based on rental/use for up to 24 hours, and the weekly rates on rental/use for up to 168 hours. Notwithstanding the foregoing, the daily rate of the Rental Equipment with an hour counter is based on a maximum of 8 running hours, and the weekly rate on a maximum of 40 running hours. If the above-mentioned maximum running hours is exceeded, a surcharge will apply.
- 10.4 Weekend rates (Friday to Monday) are based on rental/use for a maximum of 72 hours (Sundays are not charged).
- 10.5 Quotations must be requested for rental periods exceeding four weeks.
- 10.6 Rental rates are exclusive of (mandatory) accessories, maintenance, consumables, fuel, oil and lubricants, transport, any loading and unloading work, environmental levies, cleaning and surcharges for damage waiver and fire/theft schemes.

#### Article 11 Damage and loss

- 11.1 Damage to the Rental Equipment caused during the period when the Lessee is responsible for the Rental Equipment must be reported to Boels in Writing immediately after discovery but no later than 24 hours of it having occurred.
- 11.2 If the Rental Equipment is stolen/lost, the Lessee must notify Boels of this within 24 hours of its discovery and report the theft to the police. The report should include the mark, type and (where relevant) serial number and registration number of the stolen Rental Equipment. The Lessee is also required to send the official report (or a copy thereof) to Boels.
- 11.3 If the Lessee fails to report the theft and/or to send an official report to Boels, the theft will constitute embezzlement, and the schemes referred to in Article 19 will no longer apply.
- 11.4 The date on which the stolen Rental Equipment was or is suspected to have been stolen, as specified in the official report, will be the end date of the Agreement. The Agreement will continue in respect of any other Rental Equipment still rented.
- 11.5 In the event of theft or (economic) loss of the Rental Equipment („total loss”), the Lessee will be obliged to reimburse the Current Market Value to Boels. If the Rental Equipment can still be repaired, the Lessee undertakes to reimburse the related repair costs. The same applies in the event of damage to/ theft of parts and/or accessories of the Rental Equipment.
- 11.6 In respect of missing Rental Equipment for which Boels has already charged the Lessee the Current Market Value, which Rental Equipment is later found by the Lessee and returned to Boels, the Lessee will have to pay the rent up to the date of issue less the Current Market Value of the Rental Equipment returned on the day of return.
- 11.7 Determining the extent of the damage to the Rental Equipment and/or the costs of repair and cleaning will be performed by Boels or (at the Lessee's expense) by an expert to be appointed by Boels.
- 11.8 Boels declares that liability insurance has been taken out to cover objects subject to compulsory insurance by or pursuant to legislation, which meets the requirements set by law. The Lessee, who will indemnify Boels, is nonetheless responsible for:
- any damage or loss suffered by third parties which, although it is compensated for by the insurer under the above-mentioned law, which is, however, not covered based on exceptions provided for by law;
  - any damage or loss incurred when 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;
  - any damage to the Lessee's property;
  - any damage that exceeds an amount of €2,500,000;
  - fines, tickets and/or costs incurred by Boels, resulting from the Lessee (or its personnel/assistants or agents/other persons for whom it is responsible) driving on the public road with unregistered machinery and equipment (that is subject to the Civil Liability Insurance (Motor Vehicles) Act);
  - any damage or loss caused outside traffic (work risk);
  - any damage or loss exceeding the statutory minimum amount for which liability insurance has been taken out by Boels;
  - any damage or loss falling within the exceptions provided for by law.

#### Article 12 Transport

- 12.1 The Lessee bears the risk of loss of or damage to the Rental Equipment during the transport of the Rental Equipment arranged by the Lessee. The Lessee is obliged to pack, carefully load and/or unload the Rental Equipment in a manner that is suitable considering the nature of the equipment and the mode of transport.
- 12.2 If, at the request of the Lessee, the services of employees working for Boels are used for the loading/unloading, coupling or uncoupling, this will be entirely at the risk of the Lessee.

#### Article 13 Boels' liability

- 13.1 Boels' liability is expressly limited to direct property damage and personal injury, to the Lessee's equipment and persons, caused by a demonstrable Defect in the Rental Equipment or by wilful misconduct or gross negligence on the part of Boels. Boels' liability for other damage (including consequential damage) and pecuniary loss, however named, including the rental/purchase of replacement equipment, loss of turnover and/or profits or losses arising out of delays and interruptions in business activities is expressly excluded.
- 13.2 Except in cases of personal injury and damage deliberately or knowingly caused by Boels, the maximum amount for which Boels is liable may not exceed the Order Amount (not exceeding the amount equal to one instalment invoice (i.e., a 4-week rental period) in the case of long term rentals), unless and to the extent that Boels' insurer pays a higher amount in this particular case.
- 13.3 The Lessee will indemnify Boels against any claims by third parties on account of damage or loss caused with, by or in connection with the Rental Equipment.
- 13.4 Any of Boels' liability will expire by the lapse of twelve months within the damage's occurrence.
- 13.5 Boels is entitled to set off any of the Lessee's claims against claims Boels has against companies directly and indirectly affiliated to the Lessee.

#### Article 14 Reservations and cancellation

- 14.1 If the Lessee wishes to ensure that the Rental Equipment is available in the future, at a time required by the Lessee, the Lessee may reserve the Rental Equipment. When the Lessee reserves the Rental Equipment, a binding Agreement comes into existence.
- 14.2 If the Lessee does not accept the reserved Rental Equipment on the agreed date and for the agreed period, the Lessee will still be obliged to pay the full rental amount.

- 14.3 Without prejudice to the above, the Lessee may cancel the reservation in Writing prior to the date on which the Rental Equipment is to be provided. In this case, the Lessee will owe the following fee:
- 60% of the net Order Amount, if the reservation is cancelled between the 59th and 30th day before the date on which the equipment was to be provided to the Lessee;
  - 70% of the net Order Amount, if the reservation is cancelled between the 29th and 10th day before the abovementioned date;
  - 80% of the net Order Amount if the reservation is cancelled less than 10 days before the abovementioned date.

#### Article 15 Invoicing, payment and default

- 15.1 Invoicing takes place on the basis of payment in advance. Invoices may, at Boels' discretion, be sent to the Lessee by post or by electronic means to the Lessee's email address that is known to Boels.
- 15.2 Boels is entitled to calculate a late payment surcharge and/or demand other guarantees.
- 15.3 Payment of the amounts payable by the Lessee to Boels must be made in the manner specified in the Quotation, Agreement, or in the relevant invoice from Boels, without deduction or set-off. Unless otherwise stated in the Quotation, Agreement, or in the relevant invoice from Boels, the amounts payable by the Lessee to Boels must be paid within 14 days of the invoice date.
- Boels' records will, subject to proof to the contrary to be provided in Writing by the Lessee, constitute full evidence of the services provided by Boels and the payments owed by the client in this respect.
- 15.4 The Lessee who fails to pay within the applicable payment term will be in default by operation of law. If payment is not made in time, the Lessee A will be offered a last payment term in Writing of at least 14 days to pay the amount due. If payment has still not been made after expiry of the above-mentioned payment term, the Lessee A will also have to pay the (extrajudicial) costs as well as the statutory interest as stated in the demand. If payment is not made, the Lessee B will owe statutory interest on the outstanding amount with effect from the due date until the date of full payment for each month that the Lessee B is in default of payment. Part of a month counts as a full month for the calculation of the interest payable.
- 15.5 Without prejudice to the matters set out above, the Lessee B will owe Boels all actual costs incurred by the Contractor for collection of the amounts owed to Boels and for the purpose of securing its rights, including both judicial and extrajudicial collection costs, without prejudice to Boels' right to demand compensation for damage, loss, costs and interest, arising for Boels from non-compliance, late compliance or improper compliance with or termination of the Agreement.
- 15.6 These judicial and extrajudicial collection costs also include the collection, administration, and settlement costs of lawyers, bailiffs and loss adjusters. The extrajudicial collection costs are deemed by the Parties to be fixed at a minimum of 15% of the total amount due; in all cases, these extrajudicial collection costs will amount to at least €350.
- 15.7 Payments made by the Lessee will always serve to settle any outstanding interest and costs first, followed by the due and payable invoices that have been outstanding longest. In the event the agreed payment term is exceeded, any discounts will lapse and Boels will have the right to immediately charge the full rental that is payable on the basis of the Agreement. If the agreed payment term is exceeded, Boels will further be entitled to suspend its obligations under the Agreement in whole or in part and to terminate the Agreement in whole or in part.
- 15.8 In the event the Lessee applies for bankruptcy or (provisional) suspension of payment, if the Lessee is declared bankrupt or the Dutch Debt Restructuring (Natural Persons) Act is declared applicable to the Lessee A, or if the Lessee transfers, liquidates or suspends all or part of its business and/or in the event an attachment is levied against all or part of the Lessee's assets, the Lessee will be in default and Boels will have the right to terminate the Agreement in whole or in part without such requiring any notice of default or judicial intervention.
- 15.9 Termination of the Agreement by Boels or the possibility to do so entitles Boels to compensation and does not prejudice its other rights. The Lessee is never entitled to compensation in this connection.
- 15.10 The Agreement cannot be terminated early by the Lessee without Boels' express Written permission.

#### Article 16 Non-attributable failure

- 16.1 If Boels is unable to fulfil any obligation towards the Lessee due to force majeure, the fulfilment thereof will be suspended for the duration of the force majeure situation, with a maximum of two months. After these two months, the Parties will be entitled to terminate the Agreement in Writing, either in whole or in part.
- 16.2 Boels is not obliged to pay the Lessee any compensation if force majeure prevented it from complying with its obligations or from doing so timely or properly.
- 16.3 Force majeure within the meaning of this Article should be understood to mean: any circumstance beyond the control of Boels that is of such a nature that fulfilment of the Agreement cannot reasonably be required from Boels. This also includes: strike, uprising, war and other disturbances, boycotts, blockades, acts of God, epidemics, lack of raw materials, hindrance and interruption of the transport options, extreme weather conditions, fire, machinery breakdown, interruptions in the operations of Boels, problems at suppliers, import and export restrictions, and/or measures taken by any government agency.

#### Article 17 Deposit

- 17.1 Unless otherwise agreed in Writing, the Lessee will pay a deposit to be determined by Boels for each Agreement, which must be paid prior to the provision of the Rental Equipment. The amount of the deposit will be determined by Boels on the basis of the duration of the rental period stated and the value of the Rental Equipment.
- 17.2 The deposit is not an advance payment on the rental, nor is it a redemption sum for any risk of damage, theft or misappropriation of the Rental Equipment.
- 17.3 If the Lessee fails to pay the deposit within the specified time, Boels may terminate the Agreement unilaterally, without prejudice to Boels' right to compensation consisting of the rental instalments missed out on.
- 17.4 At the end of the Agreement, Boels will be entitled to set off any amounts payable by the Lessee against the deposit received. The deposit will be repaid when it has been established that the Lessee has complied with all of its obligations.

#### Article 18 Data and intellectual property rights

- 18.1 Boels has carefully verified that the Data is correct and complete, but it does not provide any (implicit) guarantee in this respect. Boels accepts no liability regarding the accuracy or completeness of the Data provided by third parties, such as manufacturers and/or importers.
- 18.2 The intellectual property rights on the Data will remain with the original holders of these rights, and may not be reproduced and/or provided to third parties without Boels' express Written permission. The Data must be returned to Boels immediately on request.
- 18.3 The Lessee may not cover, destroy or remove the brand names, trade names and/or logos fixed to the Rental Equipment by Boels.
- 18.4 The Lessee is not permitted to use Boels' brand name, trade name and/or logo for its own (commercial) purposes without Boels' prior Written permission.

#### Article 19 Insurance and severance schemes

- 19.1 In accordance with Article 11, the Lessee is liable for damage to and disappearance of the Rental Equipment during the rental period. The Lessee can commute most of this risk by means of one or both of the schemes below. The content of the relevant individual Agreement will be decisive in respect of whether one or both of the schemes apply.
- 19.2 It is not possible to conclude one or both of the following schemes for all of the Rental Equipment. To the extent that it is possible to conclude one or both of the schemes, it is in principle also mandatory to do so. The schemes include a limitation of Boels' right of recourse to the amount of the excess specified for each article.
- 19.3 Boels refers to the „Conditions of Damage Waiver and Fire/Theft Scheme for Damage to or Theft of Rental Equipment („Rental Protection Plan”)” for the specific content (and rates) of the schemes. These conditions are provided with each Agreement and are also available at each Boels store and can be consulted and downloaded on the website: <https://www.boels.com/nl-nl/rental-conditions>. A copy will be sent on request.

#### A. Damage Waiver Scheme for Lessee A and Lessee B

- 19.4 To protect both the Lessee A and the Lessee B from unforeseen costs if damage is caused to the Rental Equipment, Boels may oblige the Lessee to buy off any damage to the Rental Equipment in advance by means of the Damage Waiver Scheme. The waiver or limitation of the right of recourse by Boels under the Damage Waiver Scheme applies only to the Lessee, and excludes, inter alia: damage as a result of fire, theft, inexpert and/or careless use, and/or intent, recklessness, negligence, defect / breakage / damage of „Table Top” items (porcelain, glass and earthenware) and third-party rental items, or in the event that the Lessee can derive a right to compensation under an insurance policy.
- 19.5 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 new value of the Rental Equipment.

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

- 19.6 Only the Lessee B can take out a fire/theft scheme. This fire/theft scheme limits Boels' right of recourse on the Lessee damage caused to the Rental Equipment by fire or (partial) theft, with the exception of (among other things) damage caused by intent or deliberate recklessness, inexpert 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 Lessee can derive a right to compensation under an insurance policy.
- 19.7 The basis for the surcharge for applicability in the fire/theft scheme is a percentage of the rental. An excess applies to the fire/theft scheme, depending on the new value of the Rental Equipment.

#### C. Insurance

- 19.8 If the Lessee wishes to take out its own insurance for the Rental Equipment, Boels is expressly entitled to demand that the Lessee includes Boels as a (co-)insured party who is entitled to receive payments under the insurance policy, or to demand that the Lessee submits a confirmation of coverage. Any excess will be payable by the Lessee. Coverage limitations do not affect the Lessee's liability and obligation to pay damages pursuant to the General Rental Conditions.
- 19.9 If an acceptance scheme applies in respect of the Lessee's CAR insurance policy, the Lessee hereby declares in advance that Boels can and may derive rights under the CAR insurance policy as a (co-)insured party. Any excess will be payable by the Lessee.

#### Article 20 Privacy

- 20.1 Personal data, if any, disclosed by the Lessee to Boels will be used for entering into and performing the Agreement, any collection of payments due, fraud prevention and compliance with statutory obligations.
- 20.2 In the performance of the Agreement, the Parties will at all times comply with the obligations applicable to them under the GDPR. The manner in which Boels deals with personal data is set out in its privacy statement, which may be amended from time to time and can be consulted on the website: <https://www.boels.com/nl-nl/privacy-statement>. Any requests to exercise the Lessee's rights, or questions regarding Boels' privacy policy, can be sent to: [privacy@boels.com](mailto:privacy@boels.com).
- 20.3 The Parties guarantee that the personal data they share with the other party for the performance of the Agreement are accurate, not excessive, and not unlawful, and do not infringe the rights of any third party.
- 20.4 If Boels considers it necessary for the performance of the Agreement, the Lessee will, on request, immediately inform Boels in Writing of the manner in which the Lessee performs its obligations under the GDPR.
- 20.5 Rental Equipment may be equipped with geo-location systems and/or trackers for the purpose of combating theft and fraud. The location data collected are not available for inspection to third parties, but can be used by Boels as evidence in case of theft, embezzlement and fraud.

#### Article 21 Final provisions; applicable law and choice of forum

- 21.1 All disputes caused by or arising from an Agreement concluded with Boels will be settled at the discretion by the competent District Court of Maastricht, with the exclusive application of Dutch law.
- 21.2 Contrary to the provisions of the preceding paragraph, at the discretion of Boels the District Court of Brussels or Oudenaarde has jurisdiction and Belgian law applies if the Lessee has Belgian nationality and/or resides or is established in Belgium.
- 21.3 Boels reserves the right to summon the Lessee to appear in the district where Boels also has its business address.
- 21.4 Contrary to the foregoing, disputes with the Lessee A will be heard by the court that has jurisdiction according to general law to hear the dispute.