

Dehaco B.V. - General Rental Conditions

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Article 1 Definitions

1.1 The following terms with capital letters shall be applied in these Conditions:

- Dehaco: the rental company providing Rental Goods and/or services in connection with this, i.e. Dehaco B.V. and/or its associated businesses.
- Renter: the other party of Dehaco.
- Rental Goods: the goods that the Renter rents from Dehaco.
- Offer: any form of Offer by or on behalf of Dehaco including but not limited to quotations, estimates and proposals for orders or Agreements.
- Agreement: all Agreements concluded between Dehaco and the Renter relating to the leasing of one or several Rental Goods including all annexes and written amendments to such Agreement.
- Conditions: these Dehaco General Rental Conditions.

Article 2 Applicability

2.1 These Conditions shall apply to all Offers, acceptances, Agreements and other acts relating to the provision of Rental Goods and the services provided by Dehaco in connection therewith unless the Conditions have been expressly rejected.

2.2 The applicability of any conditions from the Renter shall be expressly rejected.

2.3 Additions and amendments to the Agreement shall be established in writing and by mutual Agreement.

2.4 These Conditions shall also apply to any subsequent Agreements concluded between Dehaco and the Renter.

2.5 If Dehaco does not at all times demand strict compliance with these Conditions, this shall not mean that the provisions thereof shall not apply or that Dehaco would in any way forfeit the right in all cases to demand fulfilment of these Conditions.

Article 3 Offers

3.1 Offers shall be non-binding unless stated otherwise.

3.2 Agreements shall be concluded by Offer and acceptance thereof and may take place via any means of communication.

3.3 Dehaco shall be entitled to revoke its Offer within three (3) full calendar weeks after the Renter has accepted this.

3.4 Dehaco cannot be held to its Offers if the Renter can reasonably understand that the Offers or part of these include an obvious mistake or slip of the pen. Quotations and specifications provided by Dehaco regarding size, capacity, performance or results are approximations only.

Article 4 Rental prices

4.1 All prices provided by Dehaco shall be exclusive of VAT. The VAT due shall be invoiced separately. Dehaco may invoice the Renter separately for any costs that Dehaco has incurred in providing the Rental Goods, for example, transport expenses.

4.2 Should a security deposit from the Renter be agreed, Dehaco may postpone provision of the Rental Goods until the deposit has been paid in full. The deposit shall be refunded to the Renter after the end of the Agreement without interest and minus any amount Dehaco is to recover from the Renter for any reason.

4.3 If Dehaco's costs in carrying out the Agreement are increased due to a rise in significant cost price factors following Dehaco's last (price) Offer, Dehaco shall be entitled to charge an extra amount for these higher costs by adjusting the price.

4.4 If Dehaco and the Renter have agreed on a price in a currency other than in euros and this other currency drops in value compared with the euro following Dehaco's last (price) Offer, Dehaco shall be entitled to adjust the price as far as necessary in order to fully compensate for the drop in value until full payment has been made.

4.5 Prices of the Rental Goods are listed in Dehaco rental price lists available at www.dehaco.nl.

4.6 Week prices are based on five (5) working days.

Article 5 Payment

5.1 Unless expressly agreed otherwise, the agreed price shall be paid in full without any discount or deduction within thirty (30) days of the respective invoice date by transfer into the bank account provided by Dehaco.

5.2 If and to the extent that (any part of) the rental amount is not received by the agreed date, Dehaco, without prejudice to its rights under the law or the Agreement and without any notice being required, shall be entitled:

- a) to charge statutory commercial interest (pursuant to art. 6:119a and art. 6:120, para. 2 of the Civil Code) on (the unpaid part of) the rental price to the Renter on commencement of that date whereby in calculating this, part of a month shall be counted as one whole month and;

b) to suspend carrying out of the Agreement with respect to the part for which the Renter is in default of payment as well as any other Agreements with the Renter. Dehaco shall also be entitled to terminate the Agreement with immediate effect if the Renter, even after a written warning fails to fully fulfil its obligations under the Agreement towards Dehaco within a further specified period. Dehaco may also claim from the Renter any legal or extralegal costs incurred in securing his rights against the Renter.

5.3 Payments from the Renter shall first be applied to any interest due, then to the costs incurred by Dehaco in connection with failure by the Renter in complying with the Conditions of the Agreement and only then to the rental amounts due with priority for the first instalment due over the last instalment due. This shall apply unless Dehaco states otherwise.

5.4 The Renter shall not be permitted to apply any discount, rebate or deduction to a payment unless expressly agreed otherwise in writing. Furthermore, the Renter shall not be entitled to suspend his payment obligation in the event of any failure on the part of Dehaco.

5.5 If Dehaco has reason to doubt that the Renter shall fulfil his payment obligation whereby the following circumstances in relation to the Renter shall in any case form sufficient grounds for doubt: repeated default in payment, seizure against the Renter, suspension of payment, bankruptcy, full or partial suspension of operations, all the Renter's debts towards Dehaco shall be payable and Dehaco shall be entitled to suspend its obligations until Dehaco has received full payment or security for such payment to Dehaco's satisfaction. If security is not produced or payment made within fourteen (14) calendar days of the respective request, Dehaco shall be entitled to terminate the respective Agreement without delay without prejudice to its right to reimbursement of monies and/or damage to be suffered without being liable to compensation.

Article 6 Receipt of the Rental Goods

6.1 Unless otherwise explicitly agreed in writing, Dehaco shall provide the Rental Goods to the Renter from the Dehaco warehouse at the agreed time. Dehaco shall not be considered to be in default regarding provision of the Rental Goods to the Renter earlier than a reasonable period after the original deadline has been granted by the Renter in writing and Dehaco has also allowed this additional period to expire. All circumstances shall be taken into account in determining the reasonable period.

6.2 If the Renter does not accept the Rental Goods at the agreed time and if the reason for this cannot be attributed to Dehaco, the Renter shall therefore be directly in default and Dehaco shall be entitled to terminate the Agreement without judicial intervention and with immediate effect without prejudice to its right to compensation of all costs and damage in connection with the Renter's failure to accept the Rental Goods or to accept these in a timely manner. Dehaco shall be entitled but cannot be obliged to set a second deadline in which the Renter can still fulfil his obligation to accept the Rental Goods. If the Renter fails to accept the Rental Goods within the second deadline, the first sentence of art. 6, para. 2 of the Conditions shall apply.

6.3 Upon taking receipt of the Rental Goods or at least immediately thereafter, the Renter shall carefully inspect the Rental Goods as to quality, soundness and completeness. If the Renter discovers any defects or deficiencies, he shall report these to Dehaco in writing within three (3) working days after discovery. Defects not discovered by the Renter because of failure to carefully examine the Rental Goods as to quality, soundness and completeness on or at least immediately upon taking receipt or defects the Renter has not reported to Dehaco in writing in a timely manner shall not constitute grounds for a reduction of the rental price, termination of the Agreement or compensation for damages.

Article 7 Use of the Rental Goods

7.1 The Renter shall be obliged to use the Rental Goods as a good Renter, which means among other things that:

- a) the Renter shall only use the Rental Goods for the purpose for which it was rent and as appropriate within that scope;
- b) the Renter shall use the Rental Goods in compliance with the instructions provided to him by Dehaco in the form of instruction books, etc. or otherwise;
- c) the Renter shall continuously inspect the Rental Goods for proper functioning and unless agreed otherwise shall conduct the necessary daily maintenance in a timely manner to ensure proper functioning in accordance with the manufacturer's specifications or Dehaco's instructions if available;
- d) the Renter shall take all reasonable measures to prevent damage to and/or loss of the Rental Goods;
- e) the Renter shall not remove or relocate the Rental Goods from where the Rental Goods are to be used based on the Agreement without obtaining prior consent from Dehaco.

7.2 If a permit is required to use the Rental Goods, the Renter shall bear the responsibility for obtaining the permit in a timely manner unless explicitly agreed otherwise.

7.3 The Renter shall be prohibited from leasing, subleasing, using or otherwise providing the Rental Goods to third parties, without prior written consent from Dehaco.

7.4 If Dehaco requires access to the Rental Goods for inspection, maintenance or repair, the Renter shall immediately and fully cooperate with such request, which includes the Renter, upon request by Dehaco providing a suitable and safe workplace in accordance with current Health and Safety and Environmental regulations, if necessary, outside the Renter's normal working hours.

Article 8 Seizure

8.1 The Renter declares having knowledge of and as far as necessary agrees that ownership of the Rental Goods may rest with (be transferred to) a third party or that the Rental Goods may be (or become) pawned to a third party as security for payment of all claims this third party has or may have against Dehaco.

8.2 Notwithstanding the existence of this Agreement, the Renter shall hand the Rental Goods over to the third party upon first request without the Renter being entitled to any right of retention if and when the third party asserts its claim to the Rental Goods based on non-fulfilment of the obligations of Dehaco to the third party. In the event of such claim, this Agreement shall be terminated with immediate effect. The aforementioned handover shall take place at the offices of the third party or a location designated by this third party.

8.3 Should the situation described in art. 8, para. 2 take place and the third party would like to continue using the Rental Goods, the Renter shall be obliged on first request from the third party to conclude an Agreement with the third party for the remaining term of this Agreement and under identical Conditions.

8.4 The parties shall exclude the applicability of art. 7:226 and 7:227 of the Civil Code in their entirety.

8.5 The third party clause in art. 8, paras. 1 to 4 may not be revoked by either the Renter or Dehaco.

8.6 Should Rental Goods belonging to Dehaco be seized due to attachment measures against the Renter and this results in costs for Dehaco, the Renter shall be obliged to indemnify Dehaco for all costs of the seizure.

Article 9 Defects

9.1 Without prejudice to art. 6, para. 3, if the Renter discovers defects, deficiencies or damage to the Rental Goods during the rental period, the Renter shall notify Dehaco in writing immediately and in any event within three (3) working days. Defects, deficiencies or damage not reported in writing in a timely manner shall not constitute grounds for a reduction of the rental price, termination of the Agreement or compensation for damages by Dehaco.

9.2 After discovering a defect, deficiency or damage to the Rental Goods, the Renter shall not continue to use the Rental Goods until after consultation with Dehaco. Should the Renter fail to consult with Dehaco (in a timely manner), the Renter shall bear all costs relating to damage sustained or resulting from continued use of the Rental Goods.

9.3 If the Renter reports a defect, deficiency or damage to the Rental Goods and offers the Rental Goods for repair with the intent to allow further use or retention, Dehaco shall arrange as soon as possible for rectification of the defect, deficiency or damage – depending on their nature and the available manpower and materials. The Renter shall on request from Dehaco make the Rental Goods available to Dehaco at a location indicated by it. The Renter shall not in any case allow repairs to be carried out by a third party without Dehaco's prior written consent. Dehaco may provide the Renter with replacement equivalent Rental Goods whether or not temporarily. Dehaco shall bear the repair costs unless Dehaco is able to show that the defect, deficiency or damage can be attributed to the Renter. The Renter shall always be held liable:

- a) if use of the Rental Goods is in conflict with what may be expected of a good Renter such as but not limited to incorrect or careless use of the Rental Goods, and;
- b) for actions or omissions by third parties for whom Dehaco carries no legal responsibility.

9.4 If the Renter, as a result of a defect, deficiency or damage to the Rental Goods that is not (partially) attributable to him is unable to use the Rental Goods in its entirety for more than one (1) working day, he shall be eligible for a reduction in the rental price in the sense that no payment shall be required for the days of the stated term of the Rental Goods when he is unable to use the Rental Goods in its entirety.

9.5 If Dehaco also following written warning from the Renter whereby – given the nature of the defect, deficiency or damage, the available manpower and material – has been granted a reasonable repair deadline and has failed to rectify this defect, deficiency or damage due its nature and cannot reasonably be expected to continue using the Rental Goods and Dehaco has not provided any replacement Rental Goods of similar quality, the Renter shall be entitled to terminate the Agreement. The Renter shall not however be entitled to terminate the Agreement until he, in Dehaco's opinion has provided adequate security for payment of the repair costs if Dehaco has requested this in accordance with the last sentence of art. 9, para. 3.

Article 10 Loss or destruction of the Rental Goods

10.1 The Renter shall immediately report to Dehaco any complete or partial physical loss (including loss of control) or destruction in whole or in part of the Rental Goods on discovery and shall provide full cooperation to Dehaco regarding such loss or destruction. Destruction shall also be implied if the cost of repairing damage to the Rental Goods in Dehaco's opinion exceeds the fair replacement cost of the Rental Goods at that time.

10.2 The Agreement shall end in the event of loss or destruction of the Rental Goods unless Dehaco provides an equivalent replacement for the Rental Goods after their loss or destruction has been reported. The Agreement shall however continue at a

reduced price if the Renter chooses to continue using the remaining part of the Rental Goods in the event of its partial loss or destruction. The rental price shall be reduced to the same extent as the reduction of the fair rental value of the entire Rental Goods resulting from the partial loss or destruction unless the parties agree otherwise.

10.3 If the loss or destruction is the result of a circumstance legally attributable to the Renter – for example, use of the Rental Goods contrary to what may be expected of a good Renter – the Renter shall bear the cost of any direct or indirect damage suffered by Dehaco. In the event of destruction, this damage shall be calculated based on the replacement value.

Article 11 Return after the end of the Agreement

11.1 At the end of the Agreement, the Renter shall notify Dehaco that the Rental Goods are again available to Dehaco. After this notification, the Renter shall ensure the Rental Goods are returned to Dehaco's warehouse or other location if agreed in writing, within a reasonable amount of time. In the period between notification and the return of the Rental Goods, care of the Rental Goods shall continue to rest on the Renter. In the period between notification and return of the Rental Goods, the Agreement shall remain in force and the Renter shall remain liable for the Rental price.

11.2 Unless expressly agreed otherwise in writing, the Renter shall return the Rental Goods to Dehaco in a clean condition and – apart from normal wear and tear to the Rental Goods when being used in accordance with what may be expected of a good Renter – in the original state by delivering the Rental Goods to Dehaco's warehouse. Dehaco declares that the return policy as stated on the website shall apply. The Renter shall provide the Rental Goods no later than on the day on which the Agreement for the agreed rental period expires or otherwise ends.

11.3 The Renter shall also return to Dehaco the parts of the Rental Goods that may have been released in the manner and at the time provided for under art. 11, para. 1.

11.4 Any items adjusted on or to the Rental Goods by or at the direction of the Renter shall become Dehaco's property without it being liable for compensation to the Renter and without prejudice to Dehaco's right to have removed what the Renter has adjusted or had adjusted at his expense.

11.5 Should the Renter fail to provide the Rental Goods at the agreed place and time, the Renter shall be in default without this requiring any notice of default or warning from Dehaco. The Renter shall in such case forfeit a penalty unless agreed otherwise of 3% of the purchase price (exclusive of VAT) for the same or equivalent Rental Goods for each day the Renter fails to provide the Rental Goods at the agreed place and time. In addition to the penalty, Dehaco shall be entitled to full compensation of all damages incurred as a result of the Renter's failure to fulfil the obligation to provide the Rental Goods at the agreed place and time. Furthermore, Dehaco shall be entitled and explicitly authorized by the Renter to enter the premises where the Rental Goods are stored in order to recover these. The Renter shall also bear any costs associated with this.

11.6 Should the Rental Goods be returned in a damaged or unclean state, the Renter shall be liable to Dehaco for the damage and costs arising as a consequence thereof.

11.7 The Renter shall fully cooperate with Dehaco to enable it to regain possession of the Rental Goods.

Article 12 Termination

12.1 Dehaco shall be entitled to terminate the Agreement without judicial intervention and without notice of default and with immediate effect if:

- a) the Renter fails in *one* or more of his obligations under the Agreement or these Conditions;
- b) suspension of payment or declaration of bankruptcy has been requested with respect to the Renter;
- c) (any part of) the Renter's assets have been seized;
- d) the Renter's business has (to a significant extent) been shut down, suspended or liquidated;
- e) the Renter vacates or permanently leaves (to a significant extent) his site or offices without prior written notice;
- f) or any other circumstance arises that may reasonably lead Dehaco to doubt whether the Renter shall fulfil his obligations under the Agreement.

12.2 Dehaco shall not be liable due to damage resulting from termination of the Agreement pursuant to art. 12, para. 1.

12.3 The Renter shall bear all the costs due to the termination. All of Dehaco's existing claims resulting from the termination shall become payable.

Article 13 Liability

13.1 Without prejudice to the provisions set out elsewhere in these Conditions, the following shall apply regarding Dehaco's liability towards the Renter for damages resulting from or in connection with Agreement(s) between Dehaco and the Renter:

- a) Dehaco cannot be held liable for indirect damage including but not limited to loss of income and costs in connection with the interruption, stopping and/or recommencement of operations or work or any part thereof, either organized or unorganized;

- b) Dehaco's liability for damage other than under a. shall never exceed the amount of the value of the invoice for the first instalment of the rental price for the Rental Goods giving rise to this claim;
- c) Any compensation payable to the Renter by Dehaco shall, however, never exceed the amount covered by insurance for Dehaco's liability in such a case;
- d) The limits under a., b. and c. shall not apply if the Renter can show that the loss is the result of intent or gross negligence by the (statutory) directors or equivalent managerial staff of Dehaco.

13.2 Should an event arise in which the Renter incurs damage or can be reasonably expected to incur damage for which Dehaco may be held liable, the Renter shall notify Dehaco of such event without delay and in any case within ten (10) days after such event. Failure by the Renter to provide written notice in a timely manner shall result in forfeit of the right to compensation for the event in question. All the Renter's claims for compensation against Dehaco shall lapse if a legal claim is not subsequently submitted within three (3) months of the damage-causing event and the timely notification of this event.

13.3 The Renter shall indemnify Dehaco against all third party claims in connection with the Rental Goods that Dehaco has rented to the Renter of which the cause is attributed to other than Dehaco. This indemnification shall also include the costs that Dehaco shall incur in connection with a third party claim.

13.4 The Renter shall bear the expense and risk of the Rental Goods in the interim period between receipt by the Renter and return to Dehaco, when becoming contaminated with the presence of material containing asbestos whether or not this leads to the interruption of work.

13.5 Should the Renter consist of more than *one* (legal) person or corporation at any time during the term of the Agreement, each of these (legal) persons or corporations shall be jointly and severally liable to Dehaco for the obligations arising from this Agreement.

Article 14 Force Majeure

14.1 Force majeure with respect to Dehaco in these Conditions shall be understood as well as the understanding in the law and jurisprudence as all external causes, foreseen or unforeseen outside Dehaco's control the consequences of which Dehaco could not reasonably have prevented but whereby Dehaco is not able to fulfil its obligations. This shall also include organized or unorganized strikes.

14.2 Dehaco's obligations shall be suspended during the period of force majeure. If the period in which Dehaco is unable to fulfil its obligations due to force majeure is longer than three (3) consecutive months, either party shall be entitled to terminate the Agreement without being liable for compensation.

14.3 If one of the parties considers itself in a situation of force majeure, it shall inform the other party of this in writing without delay.

Article 15 Insurance

15.1 Dehaco shall rent out the Rental Goods with compulsory insurance against damage, destruction and loss. This means, without prejudice to the provisions stated elsewhere in these Conditions that:

- a) the Renter shall care for the Rental Goods as a "fit and proper tenant";
- b) the Renter shall immediately report any damage, destruction or loss relating to the Rental Goods to Dehaco in writing;
- c) the Renter shall remain obliged to compensate Dehaco for any damage Dehaco suffers as a result of damage, destruction and/or loss of the Rental Goods if and insofar as the insurance concluded by Dehaco does not offer any cover, e.g. because of the "own risk" or because the damage, destruction and/or loss of the Rental Goods was caused by gross negligence by the Renter, because the Renter did not report the damage, destruction or loss to Dehaco in a timely manner or because the insured amount is not sufficient to fully cover the loss resulting from damage or loss of the Rental Goods.

15.2 Dehaco shall provide the Renter with an extract of the insurance certificate.

Article 16 Intellectual property and confidentiality

16.1 Dehaco shall reserve the rights and powers to which it is entitled based on the law and rules on intellectual property. The Renter shall inform Dehaco without delay if third parties infringe any of Dehaco's intellectual property rights.

16.2 All details and information with a business and confidential character belonging to Dehaco including but not limited to drawings, catalogues, product designs and software that Dehaco shall submit to the Renter shall not be copied or provided to third parties without Dehaco's prior written permission.

16.3 Dehaco shall be entitled to also use the knowledge gained in carrying out an Agreement for other purposes, provided that no strictly confidential information of the Customer will be notified to third parties.

Article 17 Assignment

17.1 The Renter may only transfer its rights and obligations under the Agreement or allow such rights and obligations to be assumed

by a third party with Dehaco's prior written approval. Dehaco may attach conditions to such approval.

17.2 Dehaco shall be entitled to transfer ownership of the Rental Goods to a third party as well as the rights and obligations under the Agreement with the Renter. The Renter explicitly agrees in advance that the rights and obligations under the Agreement and these Conditions as well as the ownership of the Rental Goods may be transferred to a third party.

Article 18 Severability

18.1 If one or more of these Conditions are void or voidable, the other provisions of that article and of these Conditions shall continue to apply. In the case of invalidity or voidability of *one* or more of these Conditions, the parties shall enter into consultation in order to agree on new provisions with which to replace the voidable or voided provisions taking into account as far as possible the purpose and intent of the original provisions.

Article 19 Modification clause

19.1 Dehaco shall reserve the right to unilaterally amend these Conditions provided that it informs the Renter of this in writing at least one (1) month in advance from which point these new conditions shall apply to all legal relations arising between the parties from that point.

Article 20 Governing law

20.1 Dutch law shall apply to the legal relations between Dehaco and the Renter.

20.2 All disputes flowing from the Agreement concluded between the parties shall be initially adjudicated by the competent judge in the district where Dehaco has its registered office. Dehaco shall nevertheless be entitled to submit the dispute to the legally-competent judge or the Arbitration Board.