

ARTICLE 1 DEFINITIONS

The following definitions apply in these General Rental Terms:

- **Bredenoord:** the private company Bredenoord B.V. or its affiliated corporate entities which declare these terms applicable in the context of a Quote for or Agreement with Renter.
- **Request:** a written or oral request from the Renter to Bredenoord to rent Material from Bredenoord.
- **Usage Location:** the location specified in the Agreement where the Material will be delivered.
- **Data:** illustrations, drawings, sketches, catalogues, constructions, designs, models, descriptions, calculations, hardware and software, programs, advice, analyses, reports, installation instructions, manuals, instructions, technical information and similar, all in the broadest sense, either as such or as part of the Quote and/or Agreement. 'Data' is also understood as including all data, information, files and other data collected by Bredenoord during the term of the Agreement as a result of the use of the Material by Renter.
- **Defect(s):** a shortcoming or flaw in the Material attributable to Bredenoord which was present prior to delivery and/or for which the cause arose prior to delivery, as a result of which the rented Material does not function (properly).
- **Renter:** the corporate entity/person that/who has concluded an Agreement with Bredenoord or receives a Quote from Bredenoord or otherwise acts as Bredenoord's counterparty, whereby Bredenoord acts as Rental Provider.
- **Intellectual Property Rights:** all intellectual property rights or rights comparable to those rights, irrespective of whether they can be registered, and applications for similar rights that are vested in or are exercised in or for Bredenoord.
- **Material:** all the material rented or to be rented to Renter by Bredenoord as described in more detail in the Quote and/or Agreement.
- **Quote:** non-binding written offer from Bredenoord to (potential) Renter.
- **Schedule of Condition:** report prepared by Bredenoord and Renter at the delivery (the delivery note) and/or return (the return note) of the Material by Renter.
- **Schedule of Damage:** report prepared after inspection of the returned Material by Bredenoord whereby defects have been found which are not included in the Schedule of Condition.
- **Rental Confirmation:** written record of the Agreement concluded by Bredenoord with the Renter.
- **Agreement:** the Agreement concluded between Bredenoord and Renter and to which these general rental terms and any additional terms have been declared applicable.
- **In Writing:** by means of a paper or digital document sent by (authorised) representatives of Bredenoord (and/or Renter).
- **Working Agreements:** document in which Bredenoord and Renter have made further agreements on the manner in which the parties perform the Agreement.

ARTICLE 2 APPLICABILITY

1. These General Rental Terms apply to every Quote from Bredenoord and to all Agreements, however named, concluded between Bredenoord and Renter.
2. Deviating terms will only apply insofar as these have been expressly accepted In Writing by Bredenoord and apply only to the Agreement(s) concerned.
3. Amendments and additions to any provision of the Agreement will only be valid if these have been recorded In Writing and have been signed by both parties.
4. The Agreement sets out the full content of the parties' rights and obligations, and replaces all prior written and oral agreements, statements and/or comments from the parties.
5. Bredenoord does not accept the applicability of Renter's purchasing terms and/or other terms and expressly rejects them.

ARTICLE 3 QUOTES

1. Bredenoord's offer as contained in the Quote is entirely non-binding, unless the contrary is expressly and unequivocally stated in the Quote itself.
2. The content of all Information supplied with the Quote is provided as accurately as possible, but is never binding for Bredenoord. Quotes are based on the information provided by Renter.
3. Data provided and collected by Bredenoord during the term of the Agreement remain or become the property of Bredenoord. Renter may not reproduce and/or make these Data available to third parties without Bredenoord's written permission and the Data must immediately be returned by Renter to Bredenoord on request. Bredenoord also reserves all intellectual and industrial property rights, irrespective of how they arise.
4. A Quote is valid for thirty (30) days following its date, after which it expires.

ARTICLE 4 WORKING AGREEMENTS

1. The Working Agreements made between the parties and relating to the performance of the Agreement are inextricably linked to the Agreement and these General Rental Terms.
2. In the unfortunate event of a conflict between the various documents then the following sequence will apply, whereby the document listed higher takes precedence over one listed lower;
 - > the Agreement;
 - > the General Rental Terms;
 - > the Working Agreements.

ARTICLE 5 FORMATION OF THE AGREEMENT

1. An Agreement is only formed if and insofar as Bredenoord has issued a Rental Confirmation or has entered into an Agreement with Renter. The Agreement is deemed to have been formed at the moment when Bredenoord has sent the Rental Confirmation or the Agreement has been signed by Renter or otherwise confirmed.
2. Renter is deemed to accept the content of the Rental Confirmation unless it informs Bredenoord In Writing within five working days after the date of the Rental Confirmation that it does not agree with the content.
3. In the event of work for which no Quote or Rental Confirmation is sent in connection with the nature and scale, the invoice also serves as proof of the formation of the Agreement.
4. If an offer is accepted by Renter then Bredenoord has the right to cancel the Agreement unilaterally at least one working day before the commencement of the agreed delivery period for the Material. If Bredenoord exercises this (unilateral) right it is never obliged to pay any compensation to the Renter.
5. Renter can, unless agreed otherwise, cancel the Agreement free of charge, In Writing, by no later than one working day before the time at which the Material is to be provided. Written cancellation thereafter is also possible, but Renter will then be liable for the following charge:
 - 70% of the net daily rental charge for the Material in the event of cancellation before the time at which the Material would have been made available to Renter, and
 - 100% of the net daily rental charge - including the incurred transport costs - if the cancellation takes place at the time at which the Material is ready for transport.

ARTICLE 6 PRICES

1. All quoted prices exclude VAT and exclude all other levies, duties or charges payable in connection with the execution of the Agreement. The prices also exclude transport, delivery, dismantling, insurance and service/maintenance unless the parties have expressly agreed otherwise in the Agreement.
2. If prices or rates of price-determining factors such as wages, materials, currency exchanges, import duties, toll and ferry costs and insurance rates increase for any reason, Bredenoord has the right to increase the agreed prices.
3. If the execution of the Agreement by Bredenoord is delayed as a result of the failure to provide information or instructions or other causes attributable to the Renter, Bredenoord is entitled to increase the prices as compensation for the additional costs resulting from this.
4. If the Material is used for more or fewer hours a day or week than agreed then Renter must immediately notify Bredenoord accordingly, In Writing, whereby Renter is liable to pay the correspondingly higher or lower rental charge to Bredenoord.

ARTICLE 7 PAYMENT

1. Renter must pay Bredenoord's invoices within fourteen days of the date of invoicing without any discount, deduction or offsetting. Renter is not entitled to suspend its payment obligation. Rental Provider is entitled to invoice in instalments.
2. If Renter has not fulfilled its obligations with respect to Bredenoord within the agreed payment period, the Renter will be legally in default without the need for any notice of default. From the moment when Renter is in default until the day of full payment Renter is liable for late payment interest of 1% on the amount owed per month or part thereof, without prejudice to Bredenoord's right to compliance, dissolution or compensation.
3. All costs involved in the collection of the amounts invoiced by Bredenoord (including the extrajudicial and judicial collection costs) will be borne by Renter. The extrajudicial collection costs are equal to 15% of the principal sum with a minimum of €250 excluding VAT.
4. Renter is always obliged to make advance payments when entering or after entering into the Agreement at Bredenoord's first request to that end equal to the amounts specified by Bredenoord and/or provide sureties for compliance with its obligations. Bredenoord is not obliged to pay interest on advance payments or any sureties provided by Renter.



5. Should Renter fail to make one or more advance payments to Bredenoord and/or refuse to provide sureties for compliance with obligations to Bredenoord then Bredenoord can suspend the provision of the Material (including, but not restricted to, use, maintenance and repairs) until Renter has made one or more advance payments or provided the requested surety.
6. Invoices will be deemed to have been accepted by Renter if Bredenoord has not received any objection to them In Writing within eight days of the date of invoicing. Disputing the correctness or objecting to the invoice does not result in any suspension of Renter's payment obligation.

ARTICLE 8 PREMATURE TERMINATION

1. If:
 - a. Renter applies for its own bankruptcy, is declared bankrupt or applies for a suspension of payment; or
 - b. a decision is made to liquidate Renter or terminate Renter's business activities or to sell Renter's business activities and/or the liquidation, termination or sale commences or the nature of Renter's business activities changes significantly in Bredenoord's opinion; or
 - c. Renter fails to comply (in full) with any of its obligations with respect to Bredenoord under the law or under contractual terms; or
 - d. Renter fails to pay an invoice sum or part thereof within the stipulated period; or
 - e. all or part of Renter's assets are seized then Renter is deemed to be in default by operation of law and Renter's (remaining) debt to Bredenoord will become payable immediately. Bredenoord is then entitled to terminate the Agreement, in full or in part, without notice of default or judicial intervention and without prejudice to Bredenoord's other rights, such as rights with regard to penalties which have already been imposed, interest and the right to suspension and/or compensation. Bredenoord is not obliged to pay any compensation to Renter in the event of termination of the Agreement in accordance with the provisions of this article.
2. If a situation arises as described in paragraph 1, Bredenoord or a third party to be appointed by it is entitled to recover the Material free of all rights on the part of Renter and without the obligation to return the Material to Renter. In the cases described in the above paragraphs Bredenoord or a third party to be appointed by it is entitled to enter Renter's sites and buildings in order to take possession of the Material. Renter is obliged to take the necessary steps in order to enable Bredenoord to exercise its rights, and must remove items that have not been supplied by Bredenoord which are located in, on or with the Material in good time.

ARTICLE 9 RENTER'S LIABILITY AND INSURANCE

1. Renter bears the full responsibility and liability for all damage to the Material, irrespective of whether such damage is caused by loss, theft, intent, gross negligence or fault on the part of Renter or of any third parties, or by any (apparent or hidden) Defect of the Material, unless Bredenoord is liable on the basis of provisions of imperative law relating to (product) liability.
2. Renter is obliged to take out and maintain appropriate insurance for the Material that covers all insurable loss from the moment of Delivery through to the end of the Agreement.
3. Renter shall compensate Bredenoord for and indemnify Bredenoord against all loss that it incurs or may incur due to damage to the Material, irrespective of whether such damage is caused by loss, theft, intent, gross negligence or fault on the part of Renter or of any third parties, or by any (apparent or hidden) Defect of the Material, unless Bredenoord is liable on the basis of provisions of imperative law relating to (product) liability.
4. The costs incurred by or on behalf of Bredenoord to assess damage and repairs to and/or cleaning costs for the Material are borne by Renter. Renter accepts, in advance, that a loss adjustment will be carried out at Renter's expense by a certified loss adjustment firm appointed by Bredenoord, if Bredenoord deems this desirable, and that in other cases a loss adjustment will be carried out by Bredenoord.
5. Renter shall compensate Bredenoord or third parties engaged by Bredenoord for and indemnify it/them against all loss that they incur or may occur due to death or injury, damage to property other than the Material of Bredenoord or damage to third-party property caused either in whole or in part by the use of the Material during the period in which Renter bears the responsibility therefor.
6. When Renter arranges transport of the rented Material (and therefore collects/delivers the Material from/to Bredenoord):
 - the transport of the Material is at Renter's risk and expense;
 - Renter is required to take out and maintain appropriate insurance for the Material that covers all insurable loss during the transport of the Material;

- Renter shall compensate Bredenoord for and indemnify Bredenoord against all loss that it incurs or may incur due to damage to the Material, irrespective of whether such damage is caused by loss, theft, intent, gross negligence or fault on the part of Renter or the transporter(s) it has engaged;
- Renter declares that it is aware of all applicable legislation and regulations relating to the transport of dangerous goods and will comply with this legislation and these regulations at all times.

7. The obligations under this article will be maintained following termination of the Agreement. The obligation to indemnify applies regardless of whether the damage/loss occurs before or after Renter returns the Material to Bredenoord.

ARTICLE 10 BREDENOORD'S LIABILITY

1. Bredenoord's liability is expressly limited to direct damage and injury to the Renter's property and persons caused by a demonstrable Defect in the Material or by intent or gross negligence on the part of Bredenoord. Bredenoord's liability is also restricted to the amount paid out in the relevant case under the liability insurance that it has taken out for this cover. Liability for other (consequential) loss and financial loss, however named, also including the rental/purchase of a replacement item, loss of sales and/or profit and losses due to delays, is expressly excluded.
2. Bredenoord's liability can never exceed the sum of €10,000 unless and insofar as a higher sum is paid out under its insurance in that specific case
3. The liability limitations contained in this article apply for the benefit of both Bredenoord and its employees and for the benefit of all other parties affiliated with Bredenoord and their employees (whether or not they are engaged in the activities). Only Bredenoord is liable for Renter's loss in connection with the work.
4. Renter will indemnify Bredenoord against claims by third parties on the basis of loss caused with, by or in connection with the Material.
5. Any liability will expire after the passing of one year from the date of loss.
6. Any (alleged) right of action on the Renter's part with respect to Bredenoord relating to loss as described in this article will lapse if:
 - the loss and/or the Defects have not been notified to Bredenoord within the period specified above in Article 10 and/or in the manner specified there;
 - Renter provides no/insufficient cooperation with Bredenoord with regard to an investigation into the justification of the complaints;
 - Renter has not set up, treated, used or maintained the Material correctly;
 - Bredenoord has not been given any opportunity for a second opinion.

ARTICLE 11 FORCE MAJEURE

1. If Bredenoord cannot comply (in full) with its obligations under the Agreement due to force majeure Bredenoord is not liable for any loss suffered by Renter and compliance with Bredenoord's obligations is suspended until the time when Bredenoord is able to resume the work in the agreed manner.
2. If the force majeure situation lasts more than two months, Bredenoord is entitled to dissolve the Agreement in full or in part by means of a notification to that end without judicial intervention and without any obligation to pay compensation, without prejudice to Bredenoord's right to payment by Renter for work already performed by Bredenoord before the force majeure situation arose.
3. Force majeure refers to all circumstances as a result of which Bredenoord is temporarily or permanently unable to comply with its obligations, such as - but not limited to - fire, extreme weather conditions, strikes or lockouts, civil commotion, war, government measures such as import or export restrictions, non-performance by suppliers, transport problems, pandemics, natural disasters, interruptions in the operations of Bredenoord or its suppliers, problems with the power supply, theft or misappropriation from Bredenoord's warehouses or workshops, and also all circumstances in which Bredenoord cannot reasonably be expected to (continue to) comply with its obligations with respect to Renter. Force majeure on the part of Bredenoord's suppliers is also deemed to be force majeure on Bredenoord's part.
4. If Bredenoord has already partly complied with its obligations when the force majeure occurs or Bredenoord can only partly comply with its obligations, it is entitled to invoice separately for the part which it has already performed or can still perform and Renter is obliged to pay this invoice as if it related to a separate Agreement.

ARTICLE 12 SUNDRY

1. Bredenoord is entitled to use third parties for the execution of the Agreement.
2. Bredenoord collects and processes information relating to the Material, Renter, and officials, employees, associates or representatives of Renter (personal data) in connection with the management of the relationship with Renter and the execution of the Agreement. Bredenoord has exclusive title to all processed data by operation of law. Bredenoord will treat the personal data as confidential and use it only for the aforementioned purposes. Renter also accepts that Bredenoord will share personal data with its suppliers or third parties if this is necessary in connection with the aforementioned purposes. Renter will compensate Bredenoord for and indemnify Bredenoord against claims from third parties in connection with the above (including any claims by the aforementioned officers, employees, associates or representatives and/or regulators and authorities). Renter can indicate at any time by means of a written request to the directors of Bredenoord that the Renter's data must be removed from Bredenoord's records.
3. If multiple corporate entities/persons have bound themselves as Renter, they are always fully jointly and severally liable with respect to Bredenoord for all obligations arising from the Agreement.
4. Renter is not permitted to remove, use or modify any indication concerning Bredenoord's intellectual property including, but not restricted to, copyright, trademarks, trade names, patents or other rights, from the rented Material.
5. Bredenoord retains all intellectual property rights, including but not restricted to copyright on the offers, designs, images, drawings, prototypes and the Material it provides. All intellectual property rights used or developed by Bredenoord during or with regard to or arising from the Agreement are and remain the property of Bredenoord.
6. Renter is not permitted to use the intellectual property rights and/or photographs or images of Bredenoord's Material in or for any form of documentation and/or promotion purpose(s) for Renter and/or for third parties without Bredenoord's permission In Writing.
7. Both during and following the termination of the Agreement the parties undertake to each other to maintain complete confidentiality of all essential commercial information concerning the other party of which they are or become aware.

ARTICLE 13 APPLICABLE LAW

1. All disputes which arise as a result of or arising from the Agreement concluded with Bredenoord and/or Quotes will be settled at Bredenoord's discretion by the competent court in the district which covers Bredenoord's registered office, without prejudice to Bredenoord's right to submit a dispute to the competent court within the district in which Renter is domiciled.
2. Dutch law always applies to the Agreement and/or Quotes.

ARTICLE 14 FINAL PROVISIONS

1. Bredenoord is entitled to amend these General Rental Terms. Renter is deemed to have accepted the relevant amendment if Bredenoord has not received an objection In writing against it within fourteen days after the written notification from Bredenoord that amendment will take place.
2. Renter is not entitled to assign, encumber or otherwise dispose of its rights under the Agreement in full or in part. This provision is a provision as described in Netherlands Civil Code section 3:83 paragraph 2.
3. Bredenoord is entitled to assign its rights and obligations arising from the Agreement to a third party and/or to sell Material to a third party. Renter hereby pledges its unconditional and irrevocable cooperation with a contract transfer.
4. If and insofar as one or more of the provisions of the Agreement are or become non-binding, the remaining provisions of the Agreement will continue to apply in full. In that case the parties will enter into discussions at either party's request with the intention of reaching agreement on a new provision which matches the parties' intentions when the Agreement was signed. In the event of disagreement about the interpretation of the Rental Terms, the Dutch text will always be binding.