



WORKING AGREEMENTS

The rights and obligations of you, as Renter, and us, as Bredenoord B.V. ("Bredenoord"), are laid down in the Agreement and in our General Rental Terms that relate to the Agreement concluded between us. However, these do not cover everything. It is important that we both know what we may expect from each other. For this reason, we have drawn up these Working Agreements which will govern our legal relationship alongside the Agreement, General Rental Terms and the Damage Waiver Scheme (if applicable).

Capitalised words in these Working Agreements have the meaning as defined in our applicable General Rental Terms.

A. HOW CAN YOU CONTACT US?

- You can contact us in the following ways:
 - By telephone: +31 (0)55 301 8540
 - By telephone outside office hours: +31 (0)55 301 8585
 - By email: rental@bredenoord.com
 - By post: Postbus 20122, 7302 HC Apeldoorn, The Netherlands
- Useful numbers:
 - Our Ch. of Comm number: 08053082
 - Our VAT identification number: NL800573298B01

B. INSPECTION OF THE MATERIAL

- You accept the Material that you rent from Bredenoord in its condition at the time of delivery. We jointly draw up a Schedule of Condition (the delivery note) at the beginning of the rental period. This Schedule of Condition is part of the Agreement. If no Schedule of Condition has been prepared at the start of the Agreement then the Material is deemed to have been delivered in the condition that you may expect of a well-maintained item of the type to which the Agreement relates and without Defects.
- At the end of the Agreement you are obliged to return the Material in the condition described in the Schedule of Condition at the start of the Agreement. If no Schedule of Condition has been prepared at the start of the Agreement then you return the Material to Bredenoord at the end of the Agreement or at the end of the use in the condition that Bredenoord may expect of a well-maintained item of the type to which the Agreement relates and without damage.
- The parties must jointly inspect and tally the Material before the end of the Agreement. The Parties also prepare a Schedule of Condition of this inspection and the tallies (the return note) that records the findings on the tallies and condition of the Material.
- We assume that you cooperate with the tallying and inspection by, for example, providing the Material complete and sorted. If you do not do so, then we are entitled to carry out the inspection in your absence and draw up a Schedule of Condition that is binding on both parties. We will send you a copy of this Schedule of Condition immediately.
- We will inspect the Material immediately on its arrival at Bredenoord after the end of the Agreement. If this inspection reveals that there are Defects other than those contained in the Schedule of Condition then Bredenoord will send you a Schedule of Damage which states the repairs that were found to be necessary.
- Bredenoord will carry out or arrange for the performance of the work referred to in the Schedule of Condition and/or Schedule of Damage at the end of the Agreement and recover the costs incurred from you.

C. USE OF THE MATERIAL

- The Material remains our property at all times and you must use the Material solely as laid down in the Agreement. You are obliged to take due care of the Material during the rental period and to use it carefully for the agreed purpose.
- You must immediately notify Bredenoord, In Writing, if you use or expect to use the Material for more or fewer running hours than the agreed number of running hours. This is needed to enable Bredenoord to take the necessary action, including the amendment of the applicable rate and the service intervals, in good time.

- You must immediately notify Bredenoord, in Writing, if a third party seizes the Material or otherwise lays claim to the Material or any part of the Material. You must also notify Bredenoord of the current location of the Material promptly when so requested. In the event that all or part of the rented Material is seized, you are granted a provisional or definite suspension of payments, or you become bankrupt, then you must immediately notify the bailiff seizing the Material or the administrator or receiver of Bredenoord's property and other rights.
- You must only allow the Material to be used by certified or qualified persons who are familiar with Bredenoord's Material. You should understand the previous sentence as also including employees, assistants and/or other persons operating the Material on your instructions and/or under your responsibility.
- You are not permitted, without Bredenoord's permission In Writing, to:
 - use the Material for a purpose and/or in a way other than referred to in the Request and/or Agreement;
 - repair or dismantle the Material in full or in part;
 - make changes in, on or to the Material, or add and/or attach items;
 - change settings or the configuration of the Material;
 - have the Material moved outside the Usage Location or move it within the Usage Location;
 - rent or sub-rent the Material to third parties or allow third parties to use the Material, or assign the rental rights to third parties in full or in part, or to contribute the rental rights to a company or corporate entity;
 - sell, assign or encumber the Material with a limited right.
- When you enter or have entered into the Agreement then you will also, promptly when so requested by Bredenoord and at your expense and risk, implement adequate measures to prevent theft of and/or damage to the Material and/or Data, so that third parties do not have, and cannot gain, access to the Material and/or the Data and/or the Usage Location.
- "Adequate measures" are understood as measures including:
 - the creation of physical barriers;
 - the installation of a properly functioning and secure network connection;
 - the installation of a properly functioning and secure Internet connection;
 - the installation of a properly functioning telephone connection;
 - the installation of a properly functioning burglar alarm;
 - the installation of properly functioning lighting;
 - the installation of a properly functioning CCTV system; and
 - the maintenance of operational procedures.
- Once you enter or have entered into the Agreement then you will, promptly when so requested by Bredenoord, provide Bredenoord unrestricted access, at no cost, to the aforementioned connections so that Bredenoord can monitor, either locally or remotely, the use of the Material and intervene if necessary.
- You are responsible for obtaining the required permissions, certificates, licences and/or exemptions for the use of the Material. You bear the associated costs. You also bear the additional costs, such as levies, charges, taxes and fees, imposed in connection with (the use of) the Material from the time of the delivery of the Material, including any assessments for the above that are addressed to Bredenoord.
- You are obliged to take out and maintain appropriate insurance for the Material that covers all insurable loss throughout the term of the Agreement.
- You will at all times use the Material in a manner most in keeping with the Data issued by Bredenoord. You will at all times observe the fire and other safety instructions issued by Bredenoord in the event of extreme weather conditions, fire, explosion and other calamities.
- We are entitled to inspect the Material at your location from time to time. Should we be of the opinion that the Material is being used incorrectly or is being neglected then we are entitled to take repossession of the Material and/or to return or have it returned to good condition and state of repair, all at your expense.



D. MAINTENANCE, REPAIR AND REPLACEMENT

- You are required to immediately notify us of any necessary maintenance of the Material. Should you fail to inform us in good time that maintenance is required then you are required to compensate the loss incurred as a result of this omission.
- Periodic maintenance other than daily maintenance and/or repairs and/or replacements must be carried out exclusively by us, unless you have been given permission, in Writing, to carry out this work or arrange for the work to be carried out. The costs of periodic maintenance, repairs and replacements due to defects in material and workmanship are for our account.
- You are required to carry out the daily maintenance and to inspect the Material. The costs of the fuel consumption and the costs of daily maintenance are for your account. Daily maintenance or inspection of rented generating sets is understood as:
 - prior to starting the set, checking the oil level at least once a day and, as necessary and after consultation with Bredenoord, topping up to the highest mark, for which purpose oil of a 10W-40 multigrade type ACEA E3 E5 of a reputable brand or an equivalent oil (from one of the major oil companies in the Netherlands) must be used;
 - checking the coolant level in the radiator of water-cooled engines and, as necessary and after consultation with Bredenoord, topping up the radiator with coolant to the required level;
 - continually checking the rented generating set for unusual noises, leaks or other Defects in accordance with the instructions displayed on the rented generating set.
- You are at all times responsible for earthing the Material.
- You are at all times required to provide us access to the Material so that we or a third party designated by us can carry out maintenance and repair work. We will consult with you in advance on any maintenance work that we need to carry out, other than work that cannot be delayed, to ensure that the work is scheduled at a time suitable to both parties. The extra costs incurred in carrying out this work outside normal working hours in accordance with your request and/or outside a radius of 250 km from a Bredenoord location are for your account.
- You will notify us of Defects in the Material, in Writing, without delay. Your notification will grant us a reasonable period to begin work on resolving a Defect that is for our account.
- We are entitled to replace the Material during the term of the Agreement with equivalent Material, whereby you will not be entitled to termination or compensation. You must cooperate fully with this.

E. DELIVERY AND RENTAL PERIOD

- The rental period starts at the date and time as agreed in the Agreement.
- The rental period ends on the date as specified in the Agreement (the "off rent date"), without prejudice to our right to terminate the Agreement earlier on the basis of the general terms and conditions. When the rented Material has not been returned to us on the off rent date (complete and in good condition) then a new Agreement is deemed to have been entered into under the same terms and for an indefinite period, unless we notify you otherwise within two weeks after the expiry of the original rental period.
- We will deliver the Material to a Usage Location specified by you, unless agreed otherwise. We are entitled to deliver the Material to another location in or in the vicinity of the Usage Location, for example when the Usage Location is not suitable or has not been made suitable for the delivery of the Material.
- You are required to ensure that:
 - an authorised representative is at the Usage Location at the time of the delivery and collection of the Material;
 - the Usage Location is readily accessible at all times and is suitable for the delivery, positioning/repositioning and collection of the rented Material. At least a level, stable, dry and hard or paved surface capable of bearing the full weight of the Material and the vehicle transporting the Material is required;
 - the working conditions at the Usage Location are at all times adequate and safe;
 - sufficient space has been made available to manoeuvre the Material at the Usage Location before the delivery of the Material to be used at the location.

- When you make arrangements for the transport of the rented Material (and therefore collect the Material from us) then the transport is at your risk and expense. You indemnify Bredenoord against any claims by third parties in this respect. You also ensure that you are aware of all applicable legislation and regulations relating to the transport of dangerous goods and that you comply with this legislation and these regulations at all times.
- We specify an approximate delivery time. The expiry dates of agreed periods are not strict deadlines unless we agree otherwise.
- We can extend and/or adjust the delivery period in the event of circumstances other than those of which we were aware at the time we specified the delivery period and/or performance period in so far as necessary for the performance of the assignment in these other circumstances. Should we suspend our obligations then the delivery period is extended by the duration of the suspension. In the event of force majeure or unworkable conditions, such as unworkable weather, the delivery period will be extended by the resultant delay.
- The delivery period begins only once agreement has been reached on all commercial and technical details, we have all the necessary information and the conditions attached to the performance of the assignment have been met.
- Exceeding the agreed delivery period never entitles you to compensation unless agreed otherwise in Writing.
- We are entitled to leave without delivering the Material when no one is present at the time of delivery. You then bear the transport costs and all other additional costs. Taking delivery of the Material is deemed to have been refused when the Material was offered for delivery but we are of the opinion that this was not feasible. The day on which taking delivery was refused is regarded as the day of delivery, which means that you are obliged to make the agreed payments to us.

F. INSPECTION

- You must carry out a full inspection of the Material immediately after delivery. Any Complaints about faults or Defects with regard to the Material must be notified to us, in Writing and with reasons, within 24 hours of delivery. Faults or Defects which could demonstrably not have been discovered earlier must be notified to us, in Writing and with reasons, as soon as they are discovered, and in any case within 14 days after delivery. Exceeding this period will lead to the loss of Renter's right to performance and/or compensation or other measures with regard to the Defect and/or complaint in question.
- If and in so far as a complaint by you is justified in accordance with this article then you are entitled either (at the sole discretion of Bredenoord) to (i) rectification of the Defect free of charge or (ii) replacement of the relevant component of the Material free of charge. Complaints will not be accepted when the Defect will not prevent or significantly impede the use of the Material.
- Claims and other objections about the work, the Material and/or the invoice amount do not suspend your payment obligation.

G. RETURN AND RISK

- You may not return the Material before the end of the agreed rental period without Bredenoord's permission, in Writing. The costs of an earlier return are for your account.
- When the Material is returned to us before the end of the term of the Agreement then you are obliged to make the payments due to us on the basis of the Agreement as based on the agreed rental period, together with additional (storage) costs due to the early return of the rented Material.
- You must ensure that an authorised person is present to return the Material. We can take back the Material even when no one is present at the time of collection. The burden of proof is on you in any dispute as to whether you left the Material in good condition and with the correct tally (which in this context also extends to the number of running hours).
- The Material must be complete and sorted ready for collection at the Usage Location. When this is not the case, then Bredenoord is entitled to charge and collect the extra costs from you that are incurred due to the resultant delay or the need to make a new appointment for the collection.



- When you return the Material, you are obliged to check whether the Material and the fuel in the tank(s) of the Material meet the applicable statutory (Dutch) standards and, when this is not the case, to take measures – at your cost – to ensure that those standards are met. If you fail to fulfil this obligation then you will bear the full liability for the loss we incur or will incur. You are not entitled to payment of the cost of extra fuel in the tank(s) at the end of the Agreement as compared to the start of the Agreement. If you fill the tank(s) with red diesel outside the Netherlands (which is permitted in some cases) then you are required to have the tank(s) emptied and cleaned outside the Netherlands and to obtain a certificate from a company accredited for that purpose before you return the tank(s) with the certificate to us. If you fill the tank(s) with red diesel in the Netherlands (which is permitted in a very limited number of cases) then you are also required to have the tank(s) emptied and cleaned and to obtain a certificate from a company accredited for that purpose before you return the tank(s) with the certificate to us, unless otherwise agreed In Writing.
- When it has been agreed that you will return the rented Material to us then the Agreement ends at the time you return the Material to us, on condition that you have also signed the Schedule of Condition. When it has been agreed that we will collect the Material from the location specified by you and you have signed the Material out to us, In Writing, then the Agreement ends on (i) the first working day following the day on which the Material was signed out, In Writing (whereby this period is extended by one working day when the Material is signed out, In Writing, on Fridays after 15:00, Saturdays, Sundays or legally recognised holidays) or (ii) the date of the collection day of your choice when this date is later than the date applicable under (i), in all cases on condition that you have also signed the Schedule of Condition.

H. REPORTING DAMAGE AND LOSS

- You must notify us of damage to the Material incurred during the period in which you are responsible for the rented Material immediately after discovery and in any case within 24 hours of the damage occurring.
- You must notify us of the theft/loss of Material within 24 hours of discovery and report the theft to a police station. You must also submit the police report or a copy of the report to us. Should you fail to report the theft and/or submit a police report to us then the theft will be deemed to be misappropriation.

I. FINAL PROVISIONS

- We are entitled to amend these Working Agreements. You are deemed to have accepted the relevant amendment when we have not received an objection, In Writing, against the amendment within fourteen days after our notification, In Writing, that the amendment is to be implemented.