

## **Bredenoord B.V.'s General Terms and Conditions of Hire**

### **Article 1 Definitions**

These General Terms and Conditions of Hire use the following definitions:

Bredenoord: the private limited company Bredenoord B.V. or its affiliated legal entities which declare these terms and conditions applicable.

Request: a Written or oral request by the Hirer to rent Materials and/or purchase Services from Bredenoord.

Services: the economic activities and intellectual efforts Bredenoord offers to the Hirer, not being its activities and efforts of a material nature. The Services are further described by Bredenoord in the Quotation and/or Agreement.

Usage Location: the location specified in the Agreement where the Materials are to be delivered.

Information: images, drawings, sketches, catalogues, constructions, designs, models, descriptions, calculations, hardware and software, other programs, advice, analyses, reports, installation instructions and other instructions, regulations, manuals, technical information and suchlike, whether or not forming part of the Quotation and/or the Agreement, all in the broadest sense. Information also means all data, information, files and other details collected by Bredenoord during the term of the Agreement as a result of the Hirer's use of the Materials.

Defect(s): a malfunction or defect in the Materials attributable to Bredenoord, which was already present prior to delivery and/or which was caused prior to delivery, as a result of which the hired items do not function or do not function properly.

Hirer: the legal or natural person that has concluded an Agreement with Bredenoord or that receives a Quotation from Bredenoord or that otherwise acts as Bredenoord's counterparty, in which respect Bredenoord acts as Bredenoord.

Intellectual Property Rights: all intellectual property or similar rights, whether or not they can be registered, and applications for such rights belonging to or used at or for Bredenoord.

Materials: all materials hired out or to be hired out by Bredenoord to the Hirer, which are further described in the Quotation and/or the Agreement.

Quotation: a non-binding Written offer made by Bredenoord to the potential Hirer.

Delivery Statement: a report drawn up by Bredenoord and the Hirer upon delivery (the delivery slip) and/or return (the return slip) of the Materials by the Hirer.

Statement of Damage: a report drawn up after an inspection of the returned Materials by Bredenoord when defects have been found that were not included in the Delivery Statement.

Agreement: the Agreement concluded In Writing between Bredenoord and the Hirer to which these General Terms and Conditions of Hire, as well as any additional terms and conditions, have been declared applicable.

In Writing/Written: by means of a paper or digital document originating from representatives of Bredenoord and/or the Hirer.

Working Arrangements: a document in which Bredenoord and the Hirer have made further arrangements as to the manner in which the parties will perform the Agreement.

## **Article 2 Applicability**

1. These General Terms and Conditions of Hire apply to every Bredenoord Quotation and to all Agreements, however they are called, concluded between Bredenoord and the Hirer concerning Materials hire and Bredenoord's provision of Services to the Hirer.
2. Derogating terms and conditions only apply to the extent that Bredenoord has explicitly accepted them In Writing, and they only apply to the relevant Agreement(s).
3. Changes and supplements to any provision of the Agreement are only valid if they have been laid down In Writing and have been signed by both parties.
4. The Agreement sets out the entire contents of the parties' rights and obligations and replaces any and all previous Written and oral arrangements, declarations and/or statements made by the parties.
5. Bredenoord does not accept the applicability of the Hirer's general purchasing terms and conditions and/or other terms and conditions and expressly rejects them.
6. In addition to these General Terms and Conditions of Hire, separate terms of use apply for the portal Bredenoord makes accessible to the Hirer. The Hirer's main user and users need to accept those terms of use before the portal can be used by the Hirer.
7. These General Terms and Conditions of Hire were filed with the Chamber of Commerce on 1 May 2024 and may be requested there quoting number 08053082.

## **Article 3 Quotations and Acceptance**

1. The Hirer's Requests constitute an offer to conclude an Agreement. In that case, an Agreement is formed by Bredenoord's Written acceptance of the Hirer's Request.
2. An Agreement is also formed once the Hirer has accepted a Quotation or offer from Bredenoord, unless Bredenoord revokes the Quotation and/or the offer within a period of three working days of the Hirer's acceptance.
3. The contents of all Information provided with a Quotation are stated as accurately as possible, but are never binding on Bredenoord. Quotations are based on Information provided by the Hirer.
4. Information provided by Bredenoord and collected during the term of the Agreement remains or becomes Bredenoord's property. The Hirer may not reproduce the Information and/or provide the Information to third parties without Bredenoord's Written consent.

## **Article 4 Working Arrangements**

1. The Working Arrangements which are made between the parties and which relate to the performance of the Agreement are inseparable from the Agreement and these General Terms and Conditions of Hire.
2. Should there be any contradictions between the various documents, the following order of ranking applies, with the higher-ranking document(s) taking precedence over the lower one(s):
  - i the Agreement
  - ii the General Terms and Conditions of Hire
  - iii the Working Arrangements.

#### **Article 5 Formation of the Agreement**

1. The Agreement is deemed to have been formed once the Agreement has been sent by Bredenoord, once the Agreement has been signed by the Hirer, once the Hirer takes possession of the hired items without contesting them In Writing, or once the formation of the Agreement is otherwise confirmed.
2. If the Hirer has not signed the Agreement, the Hirer will be deemed to agree to its contents unless it notifies Bredenoord In Writing within five working days of the date of the Agreement that it does not agree to the contents. If the Hirer takes possession of the Materials within this period without contesting them In Writing, the Hirer will also be deemed to have agreed to the Agreement.
3. In the case of work for which, due to its nature and scope, no Quotation is sent, the invoice also serves as proof of the formation of the Agreement.
4. Bredenoord has the right to change the delivery period unilaterally at least one working day before the commencement of the agreed delivery period for the Materials, to limit the scope of the delivery and, in extreme cases, to cancel the Agreement. If Bredenoord exercises this unilateral right, it will never owe any amount of compensation to the Hirer. Bredenoord will, however, make every effort to find a suitable solution for the Hirer if it is compelled to exercise the right to cancel.
5. Unless otherwise agreed, the Hirer may cancel the Agreement In Writing without charge up to one working day prior to the time the Materials are to be made available. After this, a Written cancellation is possible, but the Hirer will owe 100% of the net hiring day rate, including the transportation costs incurred.

#### **Article 6 Prices**

1. All prices quoted are exclusive of VAT and exclusive of all other levies, duties or charges owed in connection with the performance of the Agreement. Prices further exclude transportation, packaging, delivery, dismantling and insurance, unless the parties have expressly agreed otherwise in the Agreement.
2. Prices do not include withholding tax of any kind, unless such withholding tax could be recovered in the Netherlands or recovered under the applicable tax treaty between the Netherlands and the Hirer's relevant destination country by filing the relevant Hirer's Dutch corporation tax return.
3. If the prices or rates of price-determining factors, such as wages, materials, currency differences, import duties, toll and ferry charges and insurance rates, undergo an increase for whatever reason, Bredenoord has the right to increase the agreed prices.
4. If Bredenoord delays the performance of the Agreement due to the absence of Information or instructions or due to other causes relating to the Hirer, Bredenoord will have the right to increase the prices as compensation for the additional costs resulting from this.

5. If the Materials are used for more or fewer hours per day or per week than agreed, the Hirer will immediately notify Bredenoord of this In Writing and the Hirer will owe Bredenoord the correspondingly higher or lower hiring fee.

#### **Article 7 Payment**

1. Payment of Bredenoord's invoices is to be made on the due dates specified in the Agreement and/or the invoices, without any discount, deduction or set-off by the Hirer. The Hirer is not entitled to suspend the payment obligation. Bredenoord is entitled to invoice on an interim basis.
2. If the Hirer does not fulfil its obligations to Bredenoord within the agreed payment period, the Hirer will be in default by operation of law without any notice of default being required. From the moment the Hirer is in default up to the date of full payment, the Hirer will owe default interest of 1% on the amount due per month or part of a month, without prejudice to Bredenoord's right to performance, termination and/or compensation.
3. All costs incurred in collecting amounts invoiced by Bredenoord (including judicial and extrajudicial collection costs) are to be borne by the Hirer. The extrajudicial collection costs amount to 15% of the principal sum, at a minimum of €250, excluding VAT.
4. On or after concluding the Agreement, at Bredenoord's first request - if Bredenoord has legitimate reasons to make this request - the Hirer will each time be obliged to make advance payments in the amount indicated by Bredenoord and/or to provide security for the fulfilment of obligations. Bredenoord is not obliged to pay interest on advance payments or on any security provided by the Hirer.
5. If the Hirer fails to make one or more advance payments to Bredenoord and/or refuses to provide security for the fulfilment of any obligations to Bredenoord, Bredenoord may suspend the provision of the Materials (including but not limited to use, maintenance and repair) until the Hirer has made one or more advance payments or provided the requested security.
6. Invoices are deemed to be accepted by the Hirer if Bredenoord has not received an objection to them In Writing within eight days of the invoice date. Disputing the correctness of or objecting to an invoice does not result in a suspension of the Hirer's payment obligation.

## **Article 8 Early Termination**

1. If:
  - a. the Hirer petitions for its own bankruptcy or is declared bankrupt or applies for a suspension of payments; or
  - b. a resolution is adopted to liquidate the Hirer and/or the Hirer is actually liquidated or the Hirer's business operations are terminated or sold, or the nature of the Hirer's business operations materially changes in Bredenoord's opinion; or
  - c. the Hirer does not, or does not fully, perform any contractual or statutory obligations to Bredenoord; or
  - d. the Hirer fails to pay an invoice amount or part of it within the specified period; or
  - e. all or some of the Hirer's assets are seized,the Hirer will be deemed to be in default by operation of law and any remaining debt the Hirer still has to Bredenoord will become immediately due and payable. Bredenoord will then be entitled to terminate the Agreement immediately, in whole or in part, without any notice of default or judicial intervention and without prejudice to Bredenoord's other rights, such as rights to penalties and interest that are already owed and the right to suspension and/or compensation. Bredenoord will not be obliged to pay any compensation to the Hirer if the Agreement is terminated in accordance with the provisions of this article.
2. If a situation as referred to in paragraph 1 arises, Bredenoord or a third party to be designated by it will be entitled to take back the Materials or to discontinue its Services, free of all the Hirer's rights and without the obligation to deliver the Materials back to the Hirer or to resume the Services. In a situation as described in paragraph 1, Bredenoord or a third party to be designated by it will be entitled to enter the Hirer's premises and buildings for the purpose of taking possession of the Materials. The Hirer will be required to take the necessary measures to enable Bredenoord to enforce its rights and is required to remove items not delivered by Bredenoord that are in, on or near the Materials in a timely manner.

## **Article 9 The Hirer's Liability and Insurance**

1. The Hirer is fully liable to Bredenoord and will fully compensate Bredenoord for all damage to the Materials, regardless of whether such damage is caused by loss, theft, intent, gross negligence or the fault of the Hirer or third parties.
2. From the time of delivery to the end of the Agreement, the Hirer is obliged to insure the Materials properly and to keep them insured against all insurable damage.
3. The appraisal costs incurred by or on behalf of Bredenoord for the purpose of determining damage to and the costs of repair and/or cleaning of the Materials are to be borne by the Hirer. The Hirer agrees in advance that an appraisal will be carried out at the Hirer's expense by a renowned appraisal agency designated by Bredenoord, if Bredenoord deems this desirable and, in other cases, an appraisal will be carried out by Bredenoord.
4. The Hirer will indemnify and compensate Bredenoord or the third parties engaged by it for loss and damage they suffer or may suffer as a result of death or personal injury, damage to property other than Bredenoord's Materials or damage to the property of third parties, as a result of the use (in whole or in part) of the Materials during the period that the Hirer is responsible for them.

5. If the Hirer itself arranges the transportation of the Materials (i.e. collects the Materials from and delivers the Materials to Bredenoord):
  - a. transportation of the Materials is at the Hirer's expense and risk;
  - b. the Hirer is obliged to insure the Materials properly during transportation and keep them insured against all insurable damage;
  - c. the Hirer will fully indemnify and compensate Bredenoord for all loss and damage that it or third parties suffer or may suffer, regardless of whether such loss and damage is caused by loss, theft, intent, gross negligence or the fault of the Hirer or the carrier(s) engaged by it;
  - d. the Hirer declares that it is aware of all the applicable laws and regulations pertaining to the transportation of hazardous substances and that it will comply with such laws and regulations at all times.
6. The obligations in this article will remain in place after the termination of the Agreement. The indemnification obligation applies regardless of whether the loss and damage occurred before or after the Hirer returns the Materials to Bredenoord.

#### **Article 10 Bredenoord's Liability**

1. Bredenoord's liability on account of an attributable failure to perform the Agreement or an unlawful act or for any other reason is limited to the amount or amounts paid out under the insurance policy taken out by Bredenoord.
2. If no payment is made under the aforementioned insurance for any reason, without prejudice to anything else arranged in this article Bredenoord's liability will be limited to the value of the performance (excl. VAT) up to a maximum of the amount of one instalment invoice (i.e. a hire period of 4 weeks) in the case of long-term hires.
3. Bredenoord's liability is furthermore expressly limited to damage to the Hirer's property and persons caused by a Defect in the Materials or caused by Bredenoord's intent or gross negligence.
4. In any case, Bredenoord expressly excludes liability for (other) consequential loss and damage and financial loss, however it is called, including the hire/purchase of a replacement item, loss of turnover and/or profit, reputational damage and/or loss due to delay.
5. The limitations of liability included in this article are stipulated for the benefit of Bredenoord, its management and its employees as well as for the benefit of all other parties affiliated with Bredenoord and their employees (whether or not engaged during the performance of the work). Only Bredenoord is liable for loss and damage incurred by the Hirer in connection with the hire, the work or the Services.
6. The Hirer will indemnify Bredenoord against claims and demands of third parties based on loss and damage caused with, due to or in connection with the Materials.
  
7. Any liability lapses after the expiry of one year from the date of the loss or damage, or else from the date on which the Hirer reasonably knew of or reasonably ought to have known of the loss or damage, unless the Hirer has reported the loss or damage In Writing to Bredenoord with reasons given. This applies without prejudice to the Hirer's obligation to complain to Bredenoord about Defects and other shortcomings as soon as possible, in any event within a reasonable period of time, In Writing and with a specification of rights, subject to all of the Hirer's rights in respect of the relevant Defect or shortcoming lapsing.

8. Any actual or alleged right of action the Hirer has against Bredenoord, relating to loss and damage as referred to in this article, lapses if:
  1. the loss and damage and/or Defects have not been brought to Bredenoord's attention within the time limits specified above in Article 10 and/or in the manner specified there;
  2. the Hirer fails to lend its cooperation or lends insufficient cooperation to Bredenoord regarding an investigation into the merits of the complaints;
  3. the Hirer did not properly set up, handle, use or maintain the Materials;
  4. Bredenoord was not granted the opportunity to have its own loss assessment carried out.

### **Article 11 Force Majeure**

1. If Bredenoord is unable to fulfil its obligations under the Agreement in full or to fulfil any part of them due to force majeure, it will not be liable for any loss or damage the Hirer suffers and the fulfilment of Bredenoord's obligations will be suspended until Bredenoord is again able to resume the work in the agreed manner.
2. If the force majeure situation lasts for more than two months, Bredenoord will be entitled, without any obligation to pay compensation, to terminate the Agreement without judicial intervention in whole or in part by means of a notice to that effect.
3. Force majeure means all circumstances as a result of which Bredenoord is temporarily or permanently unable to fulfil its obligations, such as - but not limited to - fire, extreme weather conditions, strikes or lockouts, riots, war, government measures such as import or export restrictions, suppliers remaining in default, transport problems, natural disasters, pandemics and government measures as a result of pandemics, disruptions to Bredenoord's business or to that of its suppliers, problems with the electricity supply, theft or embezzlement from Bredenoord's warehouses or workshops and furthermore all circumstances in which Bredenoord cannot reasonably be required to fulfil, or to continue to fulfil, its obligations to the Hirer. Force majeure on the part of Bredenoord's suppliers is also considered to be force majeure on Bredenoord's part.
4. If, upon the occurrence of the force majeure situation, Bredenoord has already partially fulfilled its obligations or is only able to partially fulfil its obligations, it will be entitled to separately invoice that part it has already performed or can still perform, and the Hirer will be required to pay such invoice as if it were a separate Agreement.

### **Article 12 Miscellaneous**

1. Bredenoord is entitled to engage third parties to perform the Agreement and/or to hire in Materials from third parties.
2. If several natural/legal persons have committed themselves as the Hirer, they will always be jointly and severally liable, in full, to Bredenoord for all obligations arising under the Agreement.
3. The Hirer is not permitted to remove, use or alter any indication regarding Bredenoord's intellectual property, including but not limited to copyrights, trade marks, trade names, patents or other rights, from the hired Materials.

4. Bredenoord retains all intellectual property rights, including but not limited to copyrights to the offers made by it and any designs, images, drawings, mock-ups and the Materials provided by it. All intellectual property rights used or developed by Bredenoord during or relating to or arising out of the Agreement are and will remain Bredenoord's property.
5. Without Bredenoord's written consent, the Hirer is not permitted to use Bredenoord's intellectual property rights and/or photographs or images of Bredenoord's Materials in or for any form of documentation and/or promotional purposes for the Hirer and/or for third parties.
6. Both during and after the termination of the Agreement, the parties agree to maintain absolute confidentiality in respect of all essential business information known to or to become known to them concerning the other party.

### **Article 13 Specific Provisions for Services**

1. This Article 13 applies in addition to the other provisions of these General Terms and Conditions of Hire. To the extent that there is a conflict between the wording of this Article 13 and the other provisions, this Article 13 takes precedence over the other provisions in as far as the Services provided or to be provided by Bredenoord are concerned.
2. All Services to be provided by Bredenoord are subject to a best-efforts obligation. The results of the Services depend, among other things, on the Information provided by the Hirer. Bredenoord may rely on the accuracy of all the Information provided or to be provided by or on behalf of the Hirer and is not obliged to check or verify the accuracy, completeness and/or lawfulness of the provision of such Information by the Hirer.
3. A Service does not extend beyond the recommendation of an employee associated with Bredenoord based on the current knowledge and experience that that employee has gained with the range of equipment, materials and software available at Bredenoord. For the provision of Services, Bredenoord generally has employees and contractors available who have experience with the materials Bredenoord may use and an understanding of the consumption and emission rates of such materials. Bredenoord's obligations in the context of advice do not extend to an analysis or comparison of data with equipment, materials, knowledge and data other than those available to the relevant Bredenoord employee, and Bredenoord does not provide any warranty in this regard, however it may be called.
4. A Service is intended exclusively for the Hirer and may not be provided to third parties, except if and only to the extent that Bredenoord has given its Written consent to this. If Bredenoord does grant such consent, it does so on the following conditions:
  1. Bredenoord does not thereby assume a duty of care to such third party or parties,
  2. such third party or parties must declare In Writing in advance that they will not hold Bredenoord liable, that they acknowledge that Bredenoord alone owns the copyright and other intellectual property rights to the Service and other documentation originating from Bredenoord, and that they will keep the Service and other documentation originating from Bredenoord confidential and will not disseminate them any further,
  3. at Bredenoord's first Written request, the Hirer will indemnify Bredenoord in and out of court against and will compensate Bredenoord for all third-party claims, loss, damage and costs directly or indirectly arising from or related to such provision to third parties.



5. A Quotation to provide Services contains an hourly rate for the relevant Bredenoord employee(s) or a fixed fee for the Services or parts thereof. In the case of a fixed fee, the Hirer will owe the hourly rate customary at Bredenoord for the efforts made in the event of a premature termination of the Services, regardless of the cause or reason for such termination or the intermediate result of the Services.
6. Any decisions made by or on behalf of the Hirer will always be at the Hirer's own expense and risk. Bredenoord's liability on account of shortcomings in the performance of a Service is at all times limited to direct loss and damage the Hirer incurs up to a maximum of the amount charged and paid by the Hirer for the Service in question, unless the Hirer's loss and damage was caused by intent or an equivalent degree of gross negligence (deliberate recklessness) on the part of Bredenoord's management. At Bredenoord's first Written request, the Hirer will indemnify Bredenoord in and out of court against and will compensate Bredenoord for all claims, loss, damage and costs of one or more third parties, including group companies of the Hirer, which directly or indirectly arise from or are related to the loss and damage such third party or parties has/have incurred as a result of the Services.
7. The intellectual property rights to the Services and other Bredenoord documentation always accrue to Bredenoord. Upon full payment of the invoice for Bredenoord's Services by or on behalf of the Hirer, Bredenoord grants the Hirer a non-transferable right to use the Service and any other documentation originating from Bredenoord for internal use and solely for the purpose for which the documentation in question was apparently prepared.

#### **Article 14 Privacy**

1. Any personal data that the Hirer discloses to Bredenoord will be used to conclude and perform the Agreement, or for the possible collection of due payments and fraud prevention and to comply with statutory obligations.
2. In performing the Agreement, the parties will comply with the obligations that apply to them under the GDPR. Bredenoord's handling of personal data is set out in its privacy statement. This statement can be found on the website <https://www.bredenoord.com/en/privacy-statement/>
3. The parties guarantee that any personal data they share with other parties for the purpose of performing the Agreement are accurate, not excessive and not unlawful and do not infringe the rights of any third parties.
4. If Bredenoord considers this relevant to the performance of the Agreement, at Bredenoord's request the Hirer will promptly inform Bredenoord In Writing about how the Hirer carries out its obligations under the GDPR.
5. The Materials may be fitted with Comap, geolocation systems and/or trackers to combat theft and fraud, among other things. Collected location data are not accessible to third parties, but may be used by Bredenoord as evidence in cases of theft, embezzlement and fraud.

#### **Article 15 Applicable Law**

1. All disputes arising as a result of or ensuing from Agreements and/or Quotations concluded with Bredenoord will, at Bredenoord's discretion, be adjudicated by the competent court in the district of Bredenoord's registered office, without prejudice to Bredenoord's right to submit a dispute to the competent court within the district in which the Hirer resides or has its registered office.
2. Dutch law always applies to the Agreements and/or Quotations.

## **Article 16 Final Provisions**

1. Bredenoord is entitled to amend these General Terms and Conditions of Hire. The Hirer is deemed to have accepted the relevant changes if Bredenoord has not received a Written objection to them within fourteen days of it giving Written notice of the changes.
2. The Hirer is not entitled to transfer, encumber or otherwise dispose of any rights under the Agreement, either in whole or in part. This is a clause as referred to in Article 3:83(2) of the Dutch Civil Code.
3. Bredenoord is entitled to transfer its rights and obligations under the Agreement to a third party and/or to sell Materials to a third party. The Hirer hereby gives, in advance, its unconditional and irrevocable cooperation to a transfer of the Agreement.
4. If and to the extent that one or more provisions of the Agreement are or become non-binding, the remaining provisions of the Agreement will remain fully effective. In that case, the parties will, at the request of either party, enter into discussions with the intention of agreeing a new provision consistent with the parties' intentions at the time the Agreement was signed. In the case of disagreements about the interpretation of the General Terms and Conditions of Hire, the Dutch text is always binding.