

## GENERAL TERMS AND CONDITIONS

### 1. GENERAL PROVISIONS

#### 1. Applicability

These General Terms and Conditions shall apply to all our quotations and any agreements entered into by us. In so far as the other party refers to other terms and conditions in its offer or other correspondence, the application thereof shall be rejected explicitly.

Departures from and/or additions to these Terms and Conditions shall be valid only if they have been agreed upon explicitly and in writing, and they shall refer only to the agreement concerned.

The other party with which a contract has been entered into under these General Terms and Conditions shall agree to the application of these General Terms and Conditions to future agreements.

#### 2. Quotations

- 2.1 Quotations shall be without any obligation and they shall not bind us in any way, unless explicitly stipulated otherwise. Our quotations shall be valid only for a period of 2 weeks after the date thereof.
- 2.2 An agreement shall be come into being only after the acceptance of our quotation by the customer and after we have sent an order confirmation. The agreement shall be deemed to have come into being at the time the order confirmation was sent. An agreement shall also come into being through its actual performance.
- 2.4 Any additional agreements, promises or announcements made by our employees or other persons acting as representatives, shall be binding only if such agreements, promises or announcements have been confirmed by one of our business managers.
- 2.5 Unless explicitly stated otherwise, any advices given by us, both orally and in writing, shall not be binding.

### II. RENTAL

#### 3. Rental Period

- 3.1 Unless explicitly stipulated otherwise, all rental agreements shall be concluded for per 8-hour working day.
- 3.2 The rental period shall commence at the time indicated in the order confirmation. We shall be entitled to delay the commencement of the rental period for up to four

working days, without any damages being due. Four days after the expiry of that period, the renter shall be entitled to unilaterally terminate the agreement with immediate effect, without any damages being due.

#### **4. Delivery**

- 4.1 According to whether the goods are delivered at our registered office or at another location, the goods shall be deemed to have been delivered and the risk shall be deemed to have passed respectively at the time of the actual granting of possession or when the goods have been unloaded at the agreed location.
- 4.2 The renter shall ensure that at the time of delivery a person authorised for that purpose is present to take delivery of the goods. In so far as no one is present, the goods will be taken back and the transport costs increased by €100 on account of damages shall be due, all this without prejudice to the rent due, which has started in the meantime.
- 4.3 Any and all defects or damage to the rented goods must, on pain of lapsing, be mentioned on the delivery note not later than upon the delivery of the goods, in default whereof the goods shall be deemed to have been accepted and be in good working condition.

#### **5. Returns**

- 5.1 The goods shall be returned at the agreed place and at the agreed time. The rented goods shall be checked at the registered office at the time they are taken delivery of or within 3 working days from their return. The taking delivery of the goods without reservation shall not be regarded as an acceptance. In so far as the renter wishes to be attend the inspection, he shall make his will to do so known in writing at the time the goods are returned at the latest. The renter shall be informed 24 hours in advance by fax or email about the date on which and the time at which the inspection will take place. In so far as the renter does not attend the inspection or does not wish to do so, the findings shall be deemed to have taken place *inter partes*.
- 5.2 The goods must be returned in the condition they were in at the time of delivery. The renter shall carry the burden of proof that the goods be returned in the same condition as they were in at the time of the delivery.
- 5.3 If, upon the inspection of the goods, damage is found, the renter shall be informed thereof in writing with an indication of the cost of the repair. The renter shall have a period of 8 days to apply for an examination by a counter-expert by registered mail, in default whereof the renter shall be deemed to consent to the damage amount. The expert's examination shall be carried out by an expert designated in joint consultation or by the President of the Dendermonde Commercial Court. The costs shall be

advanced and be borne by the renter unless it is shown that the damage was not caused by him.

- 5.4. Should the goods not be returned at the agreed time, damages amounting to €500 per day of delay shall be due in addition to the rent *ipso jure* and without prior notice of default, without prejudice to our right to claim higher damages should there be reason to do so.

## **6. Obligations of Renter**

- 6.1 The rented goods should be used in accordance with our instructions and those of the manufacturer. The renter, his staff, auxiliary person or appointees operating the rented goods by order of the renter and/or under his responsibility, should be familiar with the use of the rented goods and need to have the required diplomas, certificates, driving licenses, etcetera. The operating staff shall work under the renter's responsibility
- 6.2. The renter shall be liable to pay all charges, taxes and fines arising from the use of the rented goods. If applicable, the renter shall at his expense ensure that he has all the necessary permits and approvals. The renter shall also be obliged to ask for all situation plans relating to cables and other utilities.
- 6.3 The renter shall be obliged to take preventive measures to protect the rented goods against theft, such as, but not exclusively, the use of locks, fences, storage and keeping the rented goods out of sight.
- 6.4 Subject to explicit written permission, it is forbidden to sublet the rented goods or to put them at the disposal of third parties.
- 6.5 We shall be entitled to come and inspect the rented goods at all times; for such purpose the renter shall be obliged to inform us about the place where the goods are located.
- 6.6 The repairs and maintenance of the rented goods can be carried out only by us or by a repairer recognized by us. The renter shall not be entitled to any damages or rent reduction for the duration of the repairs.
- 6.7 In the event of seizure, the renter shall immediately inform the seizing party of our right of ownership and inform us thereof.
- 6.8 The renter shall fully indemnify us against any claim by third parties with regard to the use of the rented goods. Towards the renter, we shall be liable only for damage caused as a result of a defect of the rented goods or our deliberate intent or gross negligence. Our liability shall also be limited to the amount of the rent.

## **7. Damage, Loss and Theft**

- 7.1 Damage, loss or theft of the rented goods must be reported within 24 hours from the moment the damage, loss or theft occurred. The renter shall be liable for any damage, loss, theft of the rented good, regardless of the person by whom it was caused and even in the event of force majeure.
- 7.2 In the event of damage, loss or theft of the rented goods, the renter shall be obliged to indemnify the same and pay a compensation equal to the rent, within one month, until the rented goods have been repaired or replaced. The renter shall undertake to take out an insurance, whereby we shall be referred to as third-party beneficiaries, to cover any damage, loss or theft of the rented goods and this for the values as stated in the special terms and conditions.

## **8. Rent and Rental Guarantee**

- 8.1 For the fulfilment of all obligations resting on the renter, we shall be entitled to claim the payment of a rental guarantee which shall be released only when it has been established that the renter has fulfilled all obligations. The rental guarantee shall not give entitlement to interest.
- 8.2 The rent stated in our quotation or the agreement is exclusive of VAT and other costs or taxes. Fuel costs and the costs for any lubricants are not included in the rent.
- 8.3 Unless explicitly agreed otherwise, the rent shall be calculated per working day. Shall be regarded as working days any day except Sundays and public holidays. The rent shall be paid at the end of the rental, unless the rental agreement is entered into for more than one week.
- 8.4 All invoices must be paid in accordance with and within the term provided for hereinafter in article 12.

## **9. Termination**

- 9.1 Without prejudice to the right to claim the performance of the agreement, we shall be entitled to terminate the rental agreement *ipso jure*, without prior judicial permission, and without notice of default, if the renter fails to comply with one of his obligation. In the aforesaid case, damages equal to 20% of the total rent shall also be due, without prejudice to our right to claim higher damages should there be reason to do so.

The rental agreement shall be terminated *ipso jure* and without prior notice of default in the event of bankruptcy of the renter, a request by the renter for a protection arrangement against his creditors and a resolution to liquidate.

On pain of lapsing, each complaint should be lodged within 10 days from the date the incident occurred.

### **III. SALE**

#### **10. Sale**

10.1 All goods shall be sold in their “as is” condition, as known and approved by the buyer. Any visible defects must be notified not later than upon their delivery. Any claims related to hidden defects, must, on pain of lapsing, be lodged within 10 working days from their discovery.

10.2 The goods shall be sold carriage paid at our registered office. All prices are exclusive of VAT and other costs or taxes. The delivery period shall be only indicative and in case of delay in delivery, unless such delay exceeds 6 months, the buyer shall not be entitled to any damages or to terminate the agreement.

Our warranties shall be limited to the warranties granted by the manufacturer or importer. We shall in no way be responsible for the accuracy or completeness of the information provided by the manufacturer or importer. Our liability shall in any case be limited to repairing or replacing the sold machine, without the buyer being entitled to any additional damages.

#### **11. Reservation of Ownership and Risk Transfer**

11.1 The ownership of the sold goods shall pass only after full payment of the price.

11.2 The risk relating to the sold goods shall already pass from their delivery.

### **IV. CONTRACTING**

12.1 Unless explicitly agreed otherwise, the works shall be carried out within a normal reasonable period of time.

12.2 In order to be admissible, any complaint must be formulated by registered post within 8 days from discovery. Visible defects shall be covered by the signature of the work slip, or by the reception of the works and/or the taking delivery of the machines without reservation. Hidden defects must, on pain of lapsing, be reported immediately upon their discovery. Should the case arise, the works and/or machines must be kept at our disposal for any possible inspection.

In case of liability recognized by us, such liability shall be limited to the repair of the defective works and/or machines.

- 12.3 All works that have been carried out shall be invoiced. Should additional works be necessary for the adequate performance of the works, the order to carry out such additional works shall always be supposed implicitly to have been given. The performance of the works proves the order and the agreement to carry out the works.

The formulation of complaints shall never entitle the customer to delay or postpone the payment of invoices.

## **V. PAYMENTS**

### **13. Invoices**

- 13.1 All invoices shall be payable within fifteen days from the invoice date. In default hereof, an interest of 12% per annum and a penalty of 10% shall be due *ipso jure* and without prior notice of default.
- 13.2 Each payment shall be used first to pay the penalty, then the interest and then the principal. If the other party has left several invoices unpaid, each payment shall be used first to pay the oldest invoices. In addition, in the event of non-payment of one of the invoices, any invoices that have not yet fallen due shall become immediately due and payable.

### **14. Security**

- 14.1 As security for the fulfilment of its payment obligation and up to the amount due to us, including penalty, interest and costs, the other party shall pledge all of its current and any future claims on its customers. The other party authorizes us to notify the pledge to such customers.
- 14.2 Subject to our written consent, the other party shall waive its right of compensation or lien.

## **VI. FINAL PROVISIONS**

### **15. Nullity and Transfer**

- 15.1 The nullity of one of the provisions of these General Terms and Conditions shall not result in the nullity of all the provisions hereof.
- 15.2 We shall be entitled to transfer any and all obligations under the agreements concluded by us to a third party.
- 15.3 Any and all claims of the customer against our company, on any account whatsoever, shall become statute-barred after six months from the delivery, end of rental or

acceptance of the works. This period cannot be suspended, and can be interrupted only by a judicial action.

**16. Governing Law and Choice of Forum**

- 16.1 Only the Courts of the District of Dendermonde and the Justice of the Peace of the Subdistrict of Beveren, shall have jurisdiction to take cognizance of any and all disputes arising in connection with, or resulting from an agreement concluded with us.
- 16.2 The agreements concluded by us shall be governed only by the laws of Belgium, to the exclusion of the Vienna Sales Convention.