



Services Bedrijf BV

RENTAL CONDITIONS ALL MATERIALS

Materials to rent:.....

1 APPLICATION

1.1 These conditions apply to all transactions concerning rent, rental and the provision of materials of VLB Services Company B.V. General Conditions applied by the lessee will be rejected.

2 RENTAL AGREEMENT / RENTAL PERIOD / RENTAL PRICE

- 2.1 The rental agreement is established by the written confirmation of the order by the lessor, or when the lessor carries out a rental order with the lessee's consent.
- 2.2 The rental agreement is established at the mutually agreed price, or if no price has been agreed at the usual rental prices applying at the time the agreement is established. The rental prices are ex warehouse/location and exclusive of transportation, installation, assembly, fuel, power and VAT.
- 2.3 The rental agreement is valid for the agreed period and commences on the day of delivery. If the use of the rented material(s) continues after that period (with the lessee's consent), the rental agreement is deemed to be extended on equal terms and conditions.
- 2.4 The rental agreement ends on the day the rented material is returned at VLB Services Company B.V. in Flushing. If the rented material is not returned in time upon termination of the rental agreement, the lessor is entitled to take back the rented material wherever it is located. The resulting costs and losses due to loss of rent will be for the lessee's account.

3 AVAILABILITY

- 3.1 The rented material can be picked up or is delivered/installed at a location designated by the lessee, in accordance with the specifications included in the offered proposal or other specifications agreed.
- 3.2 The lessee ensures that on the agreed day of delivery, at the agreed delivery location, an authorized/licensed person is present to accept the rented material. This person must be able to identify himself when requested.
- 3.3 In case no one on behalf of the lessee is present on the day of delivery, the lessor has the right to take back the rented material. The associated costs, including loss of rent and transport costs are for the account of the lessee.
- 3.4 In case of delivery at a specified address, the lessor is required to deliver the rented material within the agreed term. Specified time limits, however, are never to be regarded as deadlines.
- 3.5 If during loading or unloading services of the lessor's employees are requested by the lessee, this is done entirely at the lessee's risk.
- 3.6 From the time of delivery the rented material and use of the rented material is for the lessee's account and risk.

4 INSPECTION AND USE

- 4.1 The lessee has the right to inspect the rented material prior to or during the delivery. In case the lessee omits this or accepts the rented material after inspection without comments, the rented material is considered to be in conformity with the agreement. Complaints after commissioning are not accepted unless the lessee, at the same time, offers to compensate the lessor for extra costs.
- 4.2 The lessee will take care of the rented material as befits a good lessee and will effectively protect and use the rented material in accordance with the conditions of use. The lessee is obligated to check regularly if the rented material is functioning properly and shall notify the lessor in case of malfunction.
- 4.3 The lessee is not allowed to sublet the rented material or put the rented material at the disposal of any third parties.
- 4.4 The lessee is not allowed, in whole or in part, to modify, disassemble or repair the rented material or to let unqualified personnel use the rented material.

4.5 When the rented material is temporarily out of service due to a defect caused by incorrect or improper use, rent remains payable by the lessee for the duration of the repair.

4.6 The lessee is allowed to use the rented material in Western Europe and adjacent coastal waters. When the lessee wishes to use the rented material in another region, the lessee's prior written consent is required and needs to be requested in due time.

5 TERMINATION

5.1 At the end of the rental agreement the lessee shall deliver the rented material in the same condition as he accepted it. The lessee remains responsible for the rented material at all times until the rented material has been delivered back to the lessor.

5.2 The lessee is obligated to inform the lessor that the rental agreement can be terminated in writing or by email at least 1 day/24 hours in advance. However, the lessee remains liable for the rented material until the rented material is back in possession of the lessor.

5.3 The lessee must ensure that an authorized person is present on the date of collection to deliver the rented material back to the lessor. This person must be able to identify himself. If this obligation is not fulfilled or if it is not fulfilled properly or in time, the resulting costs are for the lessee's account.

6 LESSEE'S LIABILITY/INSURANCE

6.1 Up to the moment the rented material is delivered back to the lessor, the lessee is liable for all losses and damage to the rented material, including (total) loss, embezzlement, theft and alienation. Damage, (total) loss, embezzlement and theft of the rented material is to be reported in writing to the lessor immediately after discovery, as well as by registered letter.

6.2 The lessee is also liable for all losses caused by the use of the rented material. The lessee indemnifies the lessor against any claims by third parties for damages associated with the use of the rented material.

6.3 Furthermore the lessee is liable for all repair and cleaning costs incurred by the lessor if the rented material is returned damaged, without prejudice to the lessor's right to claim damages due to loss of rent.

6.4 The lessor has taken out a comprehensive insurance (covering damage to the rented material), partly for the benefit of the lessee. This insurance covers damage to or loss of the rented material due to an external calamity or theft. In case of theft, the lessee is required to file a report at the local police station and to submit the police report to the lessor or his insurer. If damage is covered by this insurance, there is always an excess amounting to € 2,500.00 per incident, which is for the lessee's account. If the damage is not covered by this insurance, the lessee remains liable for the full amount of the damage.

7 DEFECTS IN THE RENTED MATERIAL AND LESSOR'S LIABILITY

7.1 The lessor only accepts liability for damage caused intentionally by or through the gross negligence of the lessor or his personnel.

7.2 Shortcomings to the rented material which the lessor did not know or could not be expected to know about, will not be accepted as a defect, so that the lessor cannot be held responsible for this.

7.3 The lessor is only liable to remedy defects at his expense, if he knew or should have known about these defects when he entered into the agreement and if defects do not require expenditure which, in the given circumstances, may reasonably be expected of the lessor.

7.4 In case of defects as referred to in paragraph 7.2 the lessee only has the right to a proportional reduction of the rent.

7.5 The lessor is at no time liable for the damage the lessee suffered due to a (temporary) malfunction of the rented material that is caused by a (temporary) malfunction of (auxiliary) equipment or (auxiliary) machinery which is indispensable for the operation of the rented material, if such equipment or machinery has been obtained directly or indirectly from the lessee or third parties.

7.6 In all cases where the lessor is, nevertheless, in any way liable towards the lessee for any damage suffered by the lessee or a third party, this liability is limited to the amount which is covered by his insurance.

7.7 If and to the extent that, for whatever reason, no payment is made under the insurance mentioned, any liability will be limited to an amount equal to the agreed rental price provided for in the agreement from which the liability arises, on the understanding that this price will be maximized to an amount of (value rented material, €.....) (amount written in full)

8 PAYMENT/SECURITY

8.1 Payment must be made within 30 days from the invoice date. The lessee does not have the right to deduct (supposed) counterclaims and/or to suspend payment on the basis of a (supposed) shortcoming by the lessor. In case of a late payment the lessee owes the lessor statutory commercial interest, the extrajudicial collection costs amounting to 10 % of the unpaid amount, as well as the actual extrajudicial costs incurred.

8.2 The lessor has the right to charge an advance prior to or during the rental agreement or require satisfactory security for all that the lessee owes/ will owe on the basis of the rental agreement.

9 SUSPENSION / EARLY TERMINATION

9.1 If the lessee does not fulfil his contractual obligations or does not do so in time or properly, the lessor has the right to suspend his obligations towards the lessee.

9.2 If the lessee does not fulfil his contractual obligations or does not do so in time or properly, if the lessee files for bankruptcy or has applied for a suspension of payments or if the lessee is declared bankrupt, the lessee is in default and the lessor is authorized to dissolve the agreement extrajudicially, regardless of his right to compensation.

9.3 In cases as referred to in paragraph 9.1 or 9.2 the lessor is entitled to recover the rented material, provided that the lessee is notified of this at least 48 hours in advance. In that case the lessee undertakes in advance to cooperate with the lessor when necessary.

9.4 In that event the lessor is not liable for any damage suffered by the lessee or any third parties in connection with the recovery of the rented material or the termination of the rental agreement. Costs in connection with the recovery of the rented material are for the lessee's account.

10 FORCE MAJEURE

10.1 When circumstances of force majeure occur, obligations of the lessor are suspended. In case the lessor cannot undertake his obligations as a result of circumstances beyond his control for a period longer than 2 weeks, parties are authorized to terminate the rental agreement without legal intervention and without any obligation to pay compensation.

10.2 If circumstances of force majeure commence when the lessor has already partly fulfilled his obligations, the lessee owes the lessor the agreed compensation for that portion of the agreement.

10.3 Circumstances of force majeure as referred to in this article mean an impediment to perform due to circumstances which were unforeseeable at the time the rental agreement was established and which are outside the lessor's direct sphere of influence. This includes the non-fulfilment or non-timely fulfilment of obligations by the lessor's suppliers, fires, floods, extreme weather conditions, strikes, road blocks, work stoppages, interruption in the delivery of fuel or electric power for the use of the rented material and also all non-foreseeable sudden defects of the rented material, auxiliary equipment or auxiliary machinery.

11 APPLICABLE LAW AND DISPUTES

11.1 All agreements are governed by Dutch law. The Court of Middelburg has exclusive jurisdiction in any dispute between the parties.

These rental conditions were filed with the Chamber of Commerce in Middelburg in January 2016.