

Article 1. General

- 1 These rental conditions are the rental conditions of Van Stratum Horst B.V., which has its registered office and principal place of business at Expeditiestraat 17, 5961 PX Horst.
- 2 These General Rental Conditions apply to all agreements that have been or will be concluded by and with Van Stratum Horst B.V. A reference by the other party, or the renter, to their own purchase conditions, conditions of tender or other conditions is expressly not accepted. These general terms and conditions prevail over the other party's, or the renter's, own purchase conditions, conditions of tender or other conditions.
- 3 The other party, or the renter, accepts the applicability of these general terms and conditions to all future transactions with Van Stratum Horst B.V.
- 4 Van Stratum Horst B.V. will hereinafter also be referred to as the provider, us or our.
- 5 The party that has accepted the applicability of these General Rental Conditions by signing a document or otherwise will hereinafter be referred to as the other party or the renter.

Article 2. Offer and acceptance

- 1 All of our offers are without obligation, unless otherwise agreed in writing.
- 2 If an offer or a quotation includes a period for acceptance, the provider has the right to revoke the offer up to two working days after receipt of the acceptance.
- 3 Any offer for delivery from stock is made under the express reservation that the relevant items are still in stock. This expressly also applies in case of the rental of items.

Article 3. Prices

- 1 All prices included in price lists, brochures, etc. apply as recommended retail prices and are not binding on the provider, unless and to the extent that these prices have expressly been agreed.

Article 4. Use in accordance with the purpose

- 1 The rented items must be used in accordance with the purpose of the relevant items.
- 2 Under no circumstances may rented items be used in a location other than expressly agreed, unless otherwise agreed with the provider.
- 3 If the rented items are located outside a 100-km radius from the provider's place of business and/or if the rented items are located on board a ship/platform or other floating object, all costs of repairs, transport or accommodation, etc. are payable by the renter, to the extent that these costs are related to the additional distance outside of 100 km or to the fact that the rented items are located on a ship/platform or other floating object.
- 4 A 20% surcharge is always added to the rental costs if the rented items are used at sea, even if the provider was not aware upon commencement of the rent that the rented items would be used at sea. In that case, the surcharge is added retrospectively.

Article 5. Taking delivery and checking

- 1 The renter is obliged to check rented items immediately after having taken delivery of them. Any faults and/or defects of any nature whatsoever must immediately be notified to the provider. In the absence thereof, the renter is considered to have received the rented items in good condition.
- 2 The renter loses rights with respect to replacement free of charge and/or compensation relating to any faults and/or defects in the rented items if the notification referred to above has not taken place immediately or if the rented items were actually put into use by the renter and/or third parties.

Article 6. Payment

- 1 The renter is obliged to pay the rent instalments no later than the agreed day or days. This also applies to the deposit. If no concrete day has been agreed on, the renter is obliged to pay the

rent instalment within 14 days of the invoice date.

- 2 The renter is defaulting on payment if payment has not taken place on the day referred to above in 6.1. In that case, this default occurs without any notice of default.
- 3 If the renter is in default, from that time onwards the renter must pay an interest rate of 2% on the outstanding amount for each month that has started.
- 4 If the renter is defaulting on payment, the renter is liable to pay the provider compensation without prejudice to the above provisions. If legal assistance is engaged for the extrajudicial collection of the outstanding rent instalments, the renter must pay the provider a fee in accordance with the Dutch Extrajudicial Collection Costs (Fees) Decree, however, such subject to a minimum of €225.

Article 7. Deposit

- 1 The provider is entitled to charge a deposit. The deposit that is payable by the renter serves as security for the fulfilment of the renter's obligation under the agreement.
- 2 The deposit is returned to the renter after the rental agreement has ended and if and as soon as it has been established that the renter has fulfilled all obligations under the rental agreement.
- 3 The provider is authorised to set off the deposit against any rent instalments not yet paid by the renter, interest or a penalty that is payable under the agreement or claims for compensation in case of an attributable failure of the renter to fulfil the rental agreement.

Article 8. Cancellation

- 1 If the quotation is not accepted, the provider reserves the right to charge the costs involved in creating the quotation to the persons at whose request it submitted the quotation if the provider stipulated such before submitting the quotation.

- 2 The renter is authorised to cancel the concluded rental agreement by registered letter before the actual commencement of the rent. In such case, however, the renter is obliged to compensate the provider.
- 3 The compensation referred to above under 8.1 amounts to 10% of the agreed total rent if the cancellation is received by the provider more than 8 weeks before commencement of the agreed rent.
- 4 The compensation referred to above under 8.1 amounts to 25% of the agreed total rent if the cancellation is received by the provider more than 4 weeks before commencement of the agreed rent.
- 5 The compensation referred to above under 8.1 amounts to 50% of the agreed total rent if the cancellation is received by the provider more than 1 week before commencement of the agreed rent.
- 6 The compensation referred to above under 8.1 amounts to 75% of the agreed total rent if the cancellation is received by the provider 1 week or less before commencement of the agreed rent.

Article 9. Insurance

- 1 The renter undertakes to take out insurance for the rented items and/or other items owned by the provider and to keep them insured against events that include but are not limited to fire, explosion damage and water damage and theft.
- 2 The renter is obliged to allow the provider to inspect the policy of this insurance on demand. In case of any insurance payment, the provider is entitled to the payment. The renter is obliged to cooperate in anything that should be or should prove to be necessary or desirable in this context, and to pledge all claims under the above insurance policies to the provider.

Article 10. Prohibition on hiring out

- 1 The renter is not authorised to allow a third party to use the rented items and/or to hire

them out, unless otherwise agreed with the provider.

Article 11. Other rights and obligations of the renter

- 1 All risks of the rented items are for the renter during the rental period.
- 2 The provider is not liable towards the renter for any visible or invisible, hidden or apparent defect.
- 3 The renter is liable for all damage or loss, by whatever name and however caused, which has been caused or incurred to the rented items, regardless of whether or not such is the result of an attributable failure of the renter and regardless of whether or not such is the result of the actions of third parties.
- 4 The renter is obliged to return the items in good and undamaged condition to the provider no later than the date on which the rental agreement ends.
- 5 The renter is obliged to take measures in order to prevent theft and/or loss of and/or damage to the rented items by taking appropriate and adequate measures to this end, among other things by placement at a properly closed area, permanent surveillance, etc.
- 6 In case of theft and/or loss of and/or damage to the rented items during the rental period, the renter is obliged to immediately notify the provider of this.
- 7 In case of theft and/or loss of and/or damage to the rented items, the rental period is extended, at the applicable daily rent for the item, by the time that is required for carrying out repairs and/or for replacement. The obligation for the renter to compensate theft and/or loss and/or damage is not reduced as a result.
- 8 The renter is not allowed to use the rented items for purposes other than for which they are intended and/or than explicitly provided in the agreement.
- 9 The renter is obliged to protect the rented items against overload.
- 10 The renter must take care of the operation and daily maintenance of the rented items in a competent manner. The renter is responsible for using the right parts and tools in the use and daily maintenance of the rented items.
- 11 The renter is not allowed to carry out repairs to rented items or to have third parties do so. Neither is the renter allowed to make changes to the rented items without the provider's prior written consent. Any changes made by the renter to the rented items do not form part of the rented items and must be undone by the renter before or upon the end of the agreement, unless the parties agree otherwise in writing. The provider is not under any obligation to maintain or repair or preserve any changes made by the renter.
- 12 The provider has the right to check or have the rented items checked at all times. The renter is obliged to cooperate in the best way possible in such check.
- 13 If it is required that the rented items be delivered and possibly set up and connected by the provider, the provider must be aware of this before concluding the rental agreement. The exact location is recorded in the rental agreement. The renter arranges the permission of the owner of the location for placement of the rented property during the agreed period and indemnifies the provider against liability for damage to this location. The renter ensures that the location is properly accessible at all times for the means of transport and tools to be deployed by the provider as well as to its employees. If there is a change in location, such change must be known to the provider at least one day before the start of the rental period, and any additional costs are payable by the renter.
- 14 Any transport by non-public and/or unpaved road takes place only if this is feasible and responsible, such at the discretion of our

employee who carries out the transport. If any transport by non-public and/or unpaved road is feasible, responsible and possible, and if in such case other/additional means of transport and/or tools are necessary, this is realised on the renter's instructions and at the renter's risk and expense.

- 15 The renter must arrange any necessary permits relating to placing, putting and having in use, access to the location, etc., all this relating to the delivery referred to in these terms and conditions. The renter must verify whether, and, if so, which permits are necessary.
- 16 If and to the extent that adjustments must be made or facilities must be fitted in or to the rented items pursuant to any required or obtained permit or dispensation or pursuant to any other government regulations either immediately or later on, these adjustments or facilities are payable by the renter. The renter will allow the provider to make these adjustments or fit these facilities properly and in accordance with any requirements set or to be set for this by the government or any other competent authority after the provider has given its prior written consent.
- 17 The renter is obliged to use the rented items in such a manner that there are no acts contrary to any law, any local bylaw or any other government regulations and that there is no danger that any government permit or government dispensation will be or can be withdrawn.

Article 12. Obligations upon the end of the rental agreement

- 1 The renter is obliged to return the rented items to the provider in good condition after termination of the rental agreement or, if it has been agreed that the provider arranges transport of the rented items, the renter must ensure that the rented property is easily accessible at the agreed time for collection for return transport by the provider. If this is not the case, any additional costs of transport and

associated wage costs are payable by the renter.

- 2 The renter undertakes to pay the applicable daily rent that applies to the rented items for each day, or part of a day, that an item is returned later or can be collected for return transport later than was agreed.
- 3 If any assistance promised by the renter for the delivery and/or loading and/or unloading and/or placing and/or connecting is not available, any additional costs that arise as a result are payable by the renter.
- 4 After the rental agreement has ended, the provider checks the items that have been returned and, to the extent possible, counts them. The results of this check and counting by the provider are binding on the renter, subject to proof to the contrary to be provided by the renter.
- 5 The costs of cleaning rented items after the end of the rental agreement are payable by the renter.

Article 13. Liability

- 1 If the provider should be liable, this liability is limited to the terms of this provision.
2. The provider is not liable for damage or loss of any nature whatsoever, caused because the provider based itself on incorrect and/or incomplete information provided by or on behalf of the renter.
3. If the provider should be liable for any damage or loss whatsoever, the liability on the part of the provider is limited to the invoice amount of the order at most, at any rate to that part of the order to which the liability relates.
4. The provider's liability is in any case at all times limited to the amount payable by the insurer in a particular case.
5. The provider is only liable for direct damage or loss.

6. Direct damage or loss is exclusively taken to mean the reasonable costs to determine the cause and extent of the damage or loss, insofar as this relates to damage or loss within the meaning of these terms and conditions, any reasonable costs incurred to ensure that the defective performance of the provider complies with the agreement, insofar as these can be attributed to the provider, and reasonable costs incurred to prevent or limit damage or loss, to the extent that the renter demonstrates that these costs have resulted in limitation of direct damage or loss as referred to in these general terms and conditions. The provider is never liable for indirect damage or loss, including consequential loss, loss of profits, lost savings or loss caused by business interruption.
7. The limitations of liability included in this article do not apply if damage or loss can be attributed to an intentional act or gross negligence on the part of the provider or its managing employees.

Article 14. Force majeure

1. The provider is not obliged to fulfil any obligation towards the renter if the provider is prevented from doing so due to a circumstance that is not its fault, nor if it is not accountable by law, legal act or according to generally accepted standards.
2. In these general terms and conditions, force majeure is understood to mean, in addition to what is included in this respect in the law and in case law, all foreseen or unforeseen external factors that the provider cannot influence and as a result of which the provider is not able to fulfil its obligations. This includes strikes in the company of the provider or third parties. The provider also has the right to rely on force majeure if the circumstance that prevents performance or further performance of the agreement occurs after the provider should have fulfilled its obligation.
3. During the period of force majeure, the provider may suspend its obligations under the agreement. If this period lasts longer than two

months, each of the parties is entitled to terminate the agreement without any obligation to compensate the other party for damage or loss.

4. To the extent that, at the time of occurrence of force majeure, the provider has already fulfilled part of its obligations under the agreement or will be able to fulfil such obligations, and the obligations fulfilled or to be fulfilled have independent value, the provider has the right to invoice the fulfilled or to be fulfilled part of the obligations separately. The renter is obliged to pay this invoice as if there were a separate agreement.

Article 15. Indemnity

1. The renter indemnifies the provider against any claims from third parties who suffer damage or loss in connection with the performance of the agreement, and for which others than the provider can be blamed. If the provider should be held liable by third parties for that reason, the renter is obliged to assist the provider at law and otherwise, and to immediately do all that may be expected of it in such case. Should the renter fail to take adequate measures, the provider has the right to take action itself without notice of default. All costs and loss caused on the part of the provider and third parties as a result are fully at the renter's risk and expense.

Article 16. Applicable law and competent court

- 1 Dutch law applies to all agreements concluded by us.
- 2 All disputes arising from or connected with the agreements to which these rental conditions apply must be submitted exclusively to the competent Dutch court.
- 3 If the district court has jurisdiction to hear any dispute, the district court in the provider's place of business has exclusive jurisdiction.