

Customer Creation Form Collé Vermietung & Verkauf (New Customer)



Name Rep.

Please note:

Fields marked with * are mandatory fields, without which we cannot process your request!

Collé Vermietung & Verkauf GmbH
Anton-Laumen-Str. 62
52525 Waldfeucht
info@colle.eu
00800 -3625 3625

CONTACT INFORMATION & CONTACT PERSONS

Company name*	<input type="text"/>	CONTACT PERSON	
Postal address*	<input type="text"/>	First name*	<input type="text"/>
Postcode & location*	<input type="text"/>	Last name*	<input type="text"/>
Visitor address	<input type="text"/>	E-Mail*	<input type="text"/>
Postcode & location	<input type="text"/>	Phone no.*	<input type="text"/>
Country*	<input type="text"/>	Mobile no.	<input type="text"/>
Phone no.*	<input type="text"/>	Fax	<input type="text"/>
E-Mail*	<input type="text"/>		
E-Mail (for electr. invoicing)	<input type="text"/>	Please chose	<input type="checkbox"/> XRechnung <input type="checkbox"/> ZuGFeRD <input type="checkbox"/> PDF
Website	<input type="text"/>		
Vat no.*	<input type="text"/>		
Tax no.*	<input type="text"/>		

PAYMENT MODALITIES/-CONDITIONS

Yes, 14 days after invoicing
 No, other
Deposit Yes No

IBAN
BIC

SEND ATTACHMENT

Please attach the following documents:
 Extract from the commercial register
Commercial register no.

LIMITATION OF LIABILITY

Yes No, other 10%

SIGNATURE

By your signature, you agree to our general Collé rental conditions, of which you have received a copy.

Name*	<input type="text"/>
Acting as	<input type="text"/>
Date*	<input type="text"/>
Signature*	<input type="text"/>
& Stamp	<input type="text"/>

Please send the form to our e-mail address backofficede@colle.eu



GENERAL TERMS AND CONDITIONS OF DELIVERY

15.3. If the Customer fails to make full and timely payment of an invoice, such failure—with prejudice to Collé’s other rights—shall render all other outstanding claims against the Customer immediately due and payable.

15.4. From the moment the Customer fails to meet its payment obligations under the Agreement, or is otherwise in default, the Customer shall no longer be permitted to use any items made available, and any usage licence(s) granted under the Assignment shall automatically lapse—unless the breach by the Customer is, in light of the Assignment as a whole, of minor significance.

15.5. Without prejudice to the provisions above, if the Customer fails to pay in full within the agreed payment term, Collé shall be entitled—without any notice of default or judicial intervention—to suspend performance of the Agreement and/or to terminate the Agreement in whole or in part. In such case, the Customer shall owe an immediately payable penalty of 10% of the total amount due (i.e. the outstanding amount the Customer has failed to pay on time), without prejudice to Collé’s right to demand performance and any other rights available under the law.

15.6. All judicial and extrajudicial (collection) costs incurred by Collé as a result of the Customer’s non-compliance with its payment obligations—including actual legal fees—shall be borne by the Customer. These costs shall amount to at least 15% of the outstanding amount, with a minimum of €500.00.

15.7. All reasonable costs incurred in connection with judicial or extrajudicial recovery of the debt shall be payable by the Customer.

15.8. Where an Assignment is issued jointly, all Customers shall be jointly and severally liable for payment of the invoiced amount.

Article 16 – Deactivation

16.1. Collé shall have the right to temporarily deactivate any Items or Services delivered, restrict their use, and/or deny the Customer access to such Items or Services if the Customer fails to comply with any obligation under the Agreement or acts in breach of the Agreement and/or these General Terms and Conditions. Collé shall notify the Customer in advance, unless such prior notice cannot reasonably be expected of Collé. The Customer’s obligation to pay any outstanding amounts shall remain in force during such deactivation, and Collé shall not be liable for any damages resulting from this measure.

16.2. Reactivation shall take place only once the Customer has fulfilled its obligations within the timeframe set by Collé and has paid the applicable reactivation fee of €1,000.00 excluding VAT.

Article 17 – Right of Retention

17.1. The Customer and Collé explicitly agree that Collé shall be entitled to suspend the return of any goods belonging to the Customer and held by Collé until the Customer has fulfilled all obligations to pay outstanding invoices—including interest and costs—and to compensate any damage suffered by Collé in connection with the relevant legal relationship. Alternatively, the Customer must provide adequate financial security, such as an irrevocable bank guarantee, as customarily accepted in the banking sector.

17.2. The risk associated with any goods subject to Collé’s right of retention shall remain with the Customer.

17.3. The Customer shall not be entitled to exercise any right of retention against Collé.

Article 18 – Complaints and Right of Reclamation

18.1. Any Defects in the delivery of goods or complaints regarding Work performed by Collé must, under penalty of forfeiture of all claims, be reported to Collé without delay upon discovery by the Customer. Furthermore, the Customer must notify Collé in Writing within two (2) days of discovering the Defect or complaint, specifying in detail the nature and grounds of the issue, as well as when and how it was identified. This notification must be supported, where possible, by relevant documentation such as photographs.

18.2. All costs incurred by Collé in connection with an unfounded complaint shall be reimbursed by the Customer.

18.3. Upon discovering a shortcoming relating to an Item, the Customer is obliged to take all necessary measures to prevent or minimise damage, including the immediate cessation of use.

18.4. The Customer is required, under penalty of forfeiture of all claims, to make the disputed Items available to Collé in order to enable verification of the defect.

18.5. If the complaint is submitted in a timely manner and is, in Collé’s judgment, well-founded, Collé shall remedy the Defect or shortcoming within a reasonable period. However, the Customer shall remain fully liable for payment of the executed work and for any purchased or rented Items. Complaints do not suspend the Customer’s payment obligations.

18.6. Minor deviations and/or variations that are customary in the industry in terms of quality, quantity, dimensions, weight or finish shall not constitute grounds for complaint.

18.7. If it is no longer possible or meaningful to perform the agreed Work, Collé’s liability shall be limited in accordance with the provisions set out in Article 22.

18.8. Any right of claim against Collé shall lapse if:

- the damage and/or Defects are not reported to Collé within the specified timeframes and/or in the prescribed manner; or
- the Customer fails to cooperate adequately with Collé in investigating the validity of the complaints; or
- the Customer has used the Items inexactly and/or Negligently, or has installed, handled, stored, or maintained them improperly, or has used or treated them in conditions unsuitable for such Items; or

first request, without imposing any conditions. The Customer further irrevocably authorises Collé to register the transfer of these intellectual property rights in the appropriate registers. In case of breach, the Customer shall owe an immediately payable penalty of €1,000.00, plus €1,000.00 for each day the breach continues, without prejudice to Collé’s right to claim full compensation plus interest and costs should the actual damages exceed the stipulated penalty.

20.7. The Customer hereby waives, to the extent permitted by applicable law, any moral rights under copyright legislation that may accrue to them in favour of Collé. The Customer also waives such rights on behalf of its personnel, to the extent permitted by applicable law.

Article 19 – Ownership and Retention of Title

19.1. Ownership, including intellectual property rights, of all delivered and future Items and/or Services shall at all times remain with Collé, unless otherwise agreed in Writing. If a different arrangement is agreed in Writing, ownership shall only transfer to the Customer once all amounts due to Collé have been paid in full, including any damages, penalties, and claims arising from the Customer’s failure to comply with one or more Agreements. The risk relating to the Items and/or Services shall pass to the Customer upon collection or delivery.

19.2. In addition to the retention of title mentioned above, and as further security for the payment of any current or future amounts owed by the Customer to Collé—on any grounds whatsoever—a right of pledge shall be established on the Items at Collé’s first request. The Customer shall fully cooperate in this regard and confirms that they are authorised to pledge the Item and that no limited rights are held over it. Upon request by Collé, the Customer shall sign a (supplementary) deed of pledge. In the event of payment default by the Customer, Collé shall be entitled to register the pledge in the relevant registers, with the Customer’s cooperation and at the Customer’s expense. The pledge shall lapse upon full payment by the Customer of all amounts owed to Collé, including damages, penalties, and claims arising from breach of one or more Agreements. Collé shall then arrange for the cancellation of the pledge registration, at the Customer’s expense.

19.3. If Collé is unable to invoke its retention of title because the delivered Items have been mixed, transformed, incorporated, or otherwise rendered unidentifiable, the Customer shall be obliged to pledge the newly created Items to Collé.

19.4. The Customer is not authorised to sell, pledge, or otherwise encumber the Items subject to retention of title. The Customer shall store such Items with due care and in a clearly identifiable manner.

19.5. If a third party seizes or seeks to exercise rights over Items delivered under retention of title, the Customer must notify Collé immediately in Writing.

19.6. In the event of attachment of (part of) the Item, suspension of payments (whether provisional or not), or bankruptcy of the Customer, the Customer shall immediately inform the bailiff, administrator or receiver of Collé’s ownership rights.

19.7. In the event that Collé wishes to exercise its ownership rights under this Article, the Customer hereby grants Collé—or any third parties appointed by Collé—unconditional and irrevocable permission to enter any premises where Collé’s property is located and to recover those Items at the Customer’s expense.

19.8. If the Customer has fulfilled their obligations under the Agreement after Items have been delivered by Collé, the retention of title shall be reinstated with respect to those Items in the event of non-fulfilment by the Customer of obligations under any other Agreement, pursuant to Article 3:92(2) of the Dutch Civil Code.

Article 20 – Intellectual Property

20.1. Unless otherwise agreed, all intellectual property rights arising from the Assignment—including moral rights, patent rights and copyrights—shall belong exclusively to Collé or its licensors. Where such rights can only be obtained through registration or filing, only Collé shall be authorised to do so.

20.2. The Customer shall not, without Collé’s prior Written consent, use any proposals, Services or Items provided by Collé—whether in whole or in part—in any manner other than as contractually agreed.

20.3. The Customer shall never, without Collé’s prior Written consent, modify, adapt or otherwise compromise Collé’s intellectual property rights, and may only use, market, sell or supply the Services or Items under the trademark and logo assigned to them by Collé or its supplier.

20.4. With respect to everything delivered by Collé in the execution of the Agreement, the Customer shall receive a non-exclusive, non-transferable, revocable licence for internal use only. In the event of any breach by the Customer, Collé shall be entitled to revoke the licence with immediate effect. Furthermore, in case of infringement, the Customer shall owe an immediately payable penalty of €10,000.00, plus €1,000.00 for each day the breach continues, without prejudice to Collé’s right to claim full compensation plus interest and costs should the actual damages exceed the stipulated penalty. Collé may also demand specific performance at any time.

20.5. All intellectual property rights that may be exercised for the execution of the Assignment or provision of advice—wherever and whenever—shall be vested in Collé. By virtue of these General Terms and Conditions, such rights are hereby assigned to Collé at the moment of their creation, and Collé hereby accepts that assignment in advance.

20.6. To the extent that a separate deed is required for the transfer of the rights mentioned in the previous paragraph, the Customer hereby irrevocably authorises Collé to draw up and sign such deed on the Customer’s behalf. The Customer also undertakes to cooperate with the transfer upon Collé’s

and/or circumstances known to it at the time, and it is subsequently determined that such exercise was unjustified, Collé shall not be liable for any resulting damage and shall not be obliged to pay any compensation.

22.15. Any claim against Collé, unless acknowledged by Collé, shall expire after a period of twelve (12) months from the date on which the claim arose.

22.16. The Customer hereby declares and guarantees full compliance with Regulation (EU) 2021/821 and any applicable supplementary national legislation. The Customer further undertakes to impose the same obligations and guarantee on its legal successors and contracting parties. In the event of a breach of this Article, the Customer shall forfeit, without any prior notice, an immediately payable penalty of €25,000.00, without prejudice to Collé’s right to claim additional compensation.

Article 21 – Confidentiality

21.1. The Parties undertake to maintain confidentiality regarding all confidential information they receive concerning each other’s business. The Customer acknowledges that the software, equipment, and other materials made available may contain confidential information and trade secrets belonging to Collé or to third parties engaged by Collé or its licensors. The Customer agrees to keep such software, equipment, and materials strictly confidential, not to disclose or provide them to third parties, and to use them solely for the purpose for which they were provided. The Parties shall impose the same confidentiality obligations on their employees and on any third parties engaged in the execution of the Agreement.

21.2. Information shall be deemed confidential unless expressly designated as non-confidential by one of the Parties and/or if it was already publicly available prior to disclosure by either Party.

21.3. Collé shall be entitled to use the Customer’s name in communications with third parties unless the Customer explicitly objects in Writing.

21.4. The Customer shall indemnify Collé for any damages and/or costs arising from a breach by the Customer of the obligations set out in this Article.

21.5. If the Customer breaches its confidentiality obligations under this provision, it shall owe Collé, without the need for formal notice, an immediately payable penalty of €10,000.00 per breach, plus €1,000.00 for each day the breach continues, without prejudice to Collé’s right to claim full compensation including costs and interest should the actual damages exceed the stipulated penalty. Collé shall also retain the right to demand specific performance at any time.

Article 22 – Liability

22.1. Collé shall only be liable for failure to perform, improper performance, or partially improper performance of the Assignment if and to the extent such failure results directly from intent or wilful recklessness on the part of Collé.

22.2. In the event of liability, Collé shall only be liable for direct damages. Collé shall expressly not be liable for consequential damages, indirect damages, loss of profits or revenue, business interruption, fines or compensation owed to third parties, loss of goodwill, or damages caused by auxiliary persons and/or third parties engaged by Collé in the execution of the Agreement, or due to the malfunctioning of equipment, software, data files, registers, or other items used by Collé in performing the Assignment, without exception.

22.3. Collé shall not be liable for acts by its employees or others within its sphere of risk, except in cases of intent or wilful recklessness by executive management or the board.

22.4. If Collé is liable at any time for damage suffered by the Customer due to an attributable breach of its obligations under the Agreement, such liability shall in all cases be limited to the amount paid under Collé’s business liability insurance for the case in question.

22.5. If Collé’s insurer does not provide cover, Collé’s liability shall be limited to a maximum of once the invoiced amount for the Work from which the damage arose, with a maximum of €50,000.00, or at least for that part of the order to which the liability relates, excluding costs incurred by third parties related to that specific part of the Agreement. For Agreements lasting more than three months, liability shall be limited to the invoice amount, excluding VAT, for the last three months.

22.6. Any damage for which Collé may be liable under the foregoing shall only be eligible for compensation if the Customer has taken all reasonable steps to minimise it and notifies Collé in Writing within seven (7) days of its occurrence, unless the Customer can demonstrate that earlier notification was not reasonably possible.

22.7. Collé shall not be liable for any damage resulting from reliance on incorrect or incomplete data or information provided by or on behalf of the Customer.

22.8. Collé shall not be liable for any infringement of patents, licences and/or other third-party rights resulting from the use of data provided by or on behalf of the Customer.

22.9. Collé shall not be liable for any advice or recommendations provided to the Customer. Such advice and information are non-binding and provided without any guarantee.

22.10. Collé shall not be liable for any damage caused by subcontractors engaged by it or for claims arising under the Dutch Chain Liability Act (Wet Ketenaansprakelijkheid), unless liability in such matters cannot be excluded by law.

22.11. Collé shall not be liable for so-called consequential property damage, including damage caused during the execution of maintenance work to items being worked on or located in the vicinity of the work site.

22.12. Collé shall not be liable for so-called management errors, including damage resulting from instructions and/or directions given by the Customer.

22.13. Collé shall not be liable for damage to materials supplied by or on behalf of the Customer as a result of improperly executed processing.

22.14. If Collé exercises a right of suspension or termination based on the facts

and/or circumstances known to it at the time, and it is subsequently determined that such exercise was unjustified, Collé shall not be liable for any resulting damage and shall not be obliged to pay any compensation.

25.4. If the Customer makes any statement regarding Collé in or on a publication, website, social media, or any other media, the Customer shall adhere to the following Collé guidelines:

- Transparency: The Customer must clearly indicate whether the statement is made in a personal or professional capacity.
- Respect: If publishing on behalf of or about Collé, the Customer must obtain explicit prior written consent from Collé.
- Responsibility: The Customer must ensure responsible use of the medium, and in particular avoid excessive use of tracking software, adware, malware, or spyware.
- Professionalism: The Customer must act with awareness of their role as a business partner of Collé.
- Certainty: In case of doubt, the Customer must consult Collé.
- Awareness: The Customer must be aware that such communications may remain publicly accessible for an indefinite period and to a broad audience.

Article 23 – Insurance and Security Deposit

23.1. The Customer declares that they have taken out, and shall produce upon request, insurance coverage for Goods of which ownership has not yet fully transferred to the Customer. This insurance shall cover potential damages resulting from fire, theft, external calamities, and third-party claims. All costs associated with this insurance shall be borne by the Customer. The Customer is obliged to assign to Collé all rights arising from the aforementioned insurance policy.

23.2. Collé reserves the right to require a (supplementary) security deposit in advance.

23.3. All costs incurred by Collé in connection with damage caused by the Customer to Goods of which ownership has not yet fully transferred shall be borne by the Customer and must be paid upon first request.

Article 24 – Motor Vehicles Subject to Compulsory Third-Party Insurance (WAM)

24.1. For the purposes of this article, “motor vehicles subject to compulsory insurance” shall refer to any vehicle that moves on land other than by rail and is powered exclusively by mechanical means, with a construction-based maximum speed exceeding 25 km/h, or with a net weight over 25 kg and a construction-based maximum speed exceeding 14 km/h.

24.2. Collé declares that it has taken out a liability insurance policy for motor vehicles subject to WAM (Motor Insurance Liability Act) that complies with the statutory requirements.

24.3. The territorial scope of coverage is limited to the European Union. Unless explicitly approved in writing by Collé, the Customer is prohibited from using or allowing the use of the rented object in the following locations or for the following activities:

- Airport sites / airfields / aviation terminals
- Asbestos removal
- Handling, use, or cleaning of heavy metals
- Contaminated soil
- Nuclear purposes
- Sanitising of spaces, including but not limited to animal pens in connection with avian influenza, swine fever or similar diseases.

24.4. The following shall be at the Customer’s expense and the Customer shall indemnify Collé accordingly:

- Damage resulting from use of the motor vehicle that does not correspond to its intended purpose as a means of transport.
- Damage to third parties that is compensated by the insurer under the applicable law but excluded under the insurance policy, such as where the driver was under the influence of alcohol or drugs at the time of the incident, or did not hold the appropriate driving licence and/or competency certificate.
- An excess of EUR 1,500 per incident. In the case of damage to pavement or green spaces (including but not limited to turf), the excess is EUR 2,500.
- Damage to above-ground and underground cables or pipelines, as well as any resulting consequential damage.
- Damage resulting from errors in supervision or direction.
- Damage resulting from participation in races, rallies, speed contests, skill-driving events, carnival parades, flower parades, and/or other types of processions.
- Material or bodily harm to passengers or riders is not covered under the Customer’s insurance.
- Damage to property owned by the Customer or under the Customer’s care or control.
- Damage resulting from operational risks.
- Damage to the load or cargo.
- Damage falling within the legally permitted exclusions.
- Damage exceeding the insured limits specified in the insurance policy.

24.5. Upon becoming aware of an incident, or as soon as the Customer reasonably ought to have been aware, the Customer shall, under penalty of forfeiture of all insurance rights:

- Immediately report the incident to Collé; and
- Provide full cooperation in handling the claim, including supplying the requested information and documentation, and refraining from any action that may prejudice the interests of Collé or its insurers.

24.6. Should the Customer request delivery of the Goods at the agreed time or, in the event of delivery by Collé, to accept them immediately upon arrival at the destination. In the event of a breach of this obligation, the Customer shall incur a penalty of €250.00 for each day the breach continues, up to a maximum of €25,000.00, without prejudice to Collé’s right to claim full compensation including costs and interest, insofar as the actual damage exceeds the stipulated penalty. Collé shall also retain the right to demand specific performance at all times.

24.7. If the Customer fails to accept or collect the Goods, or does so late, the Goods shall be stored at the Customer’s expense and risk, for as long as deemed appropriate by Collé. In such cases, Collé shall be entitled at all times either to demand performance of the Agreement or to terminate it extrajudicially, without prejudice to its right to claim compensation for damages and lost profits, including storage costs.

24.8. If the Customer requests delivery to take place at a different location, Collé shall arrange for the Goods to be transported to the agreed location at the Customer’s expense and risk. Collé shall determine the method and means of transport, unless otherwise agreed in Writing.

24.9. Should the Customer request a mode of transport that deviates from the Agreement, any additional costs associated with such transport shall be borne by the Customer.

Article 25 – Name Attribution and Social Media Code

25.1. Collé reserves the right to affix or remove its name on or alongside the goods or services. The Customer is not permitted to disclose or reproduce Collé’s name or work in any form without prior written consent.

25.2. If Collé deems it necessary, the Customer shall include the copyright symbol, Collé’s name, and the year of initial publication on any work that is made public and/or reproduced.

25.3. Collé may mention the names of its Customers on its website, unless

otherwise agreed in writing or unless the Customer raises a principled objection.

25.4.

25.4. If the Customer makes any statement regarding Collé in or on a publication, website, social media, or any other media, the Customer shall adhere to the following Collé guidelines:

- Transparency: The Customer must clearly indicate whether the statement is made in a personal or professional capacity.
- Respect: If publishing on behalf of or about Collé, the Customer must obtain explicit prior written consent from Collé.
- Responsibility: The Customer must ensure responsible use of the medium, and in particular avoid excessive use of tracking software, adware, malware, or spyware.
- Professionalism: The Customer must act with awareness of their role as a business partner of Collé.
- Certainty: In case of doubt, the Customer must consult Collé.
- Awareness: The Customer must be aware that such communications may remain publicly accessible for an indefinite period and to a broad audience.

25.5. In the event of a trade-in, if the Customer continues to use the trade-in item while awaiting delivery of the new item, the risk for the trade-in item shall remain with the Customer until it is handed over to Collé. This includes maintenance costs and any damage, regardless of the cause. If the Customer is unable to deliver the trade-in item in the condition it was in at the time the Agreement was concluded, Collé may present a revised trade-in proposal to the Customer, refuse the trade-in, or terminate the Agreement—entirely at Collé’s discretion.

Article 31 – Warranty

- The warranty is limited to the applicable manufacturer’s warranty.
- In all other cases, the Customer may only invoke a warranty insofar as this has been expressly agreed in Writing with Collé.
- An optional extended warranty may apply only to new machines delivered in the condition as supplied ex-factory. The extended warranty shall commence on the day of delivery of the machine and shall have the same duration as the corresponding service contract.
- The Customer must in all cases offer Collé the opportunity to remedy any Defect and/or to carry out the work again.
- The Customer may only invoke the warranty after having fulfilled all of its obligations towards Collé.
- No warranty shall be granted if the Defects result from:
 - normal wear and tear;
 - use contrary to the intended purpose of the item;
 - improper or negligent use;
 - overdue, non-existent or incorrectly performed maintenance;
 - weather conditions or other external influences after delivery;
 - damage occurring after delivery;
 - installation, assembly, modification or repair not carried out by Collé.
- No warranty is granted on delivered Items that were not new at the time of delivery, or on Items prescribed or supplied by or on behalf of the Customer.
- No warranty is provided for the inspection and/or repair of the Customer’s Items.
- Warranty rights obtained by the Customer are not transferable to third parties.
- The provisions of paragraphs 4 through 7 of this Article apply mutatis mutandis to any claims made by the Customer on the grounds of non-performance, non-conformity, or any other legal basis.

Article 32 – Resale Clause

- The Customer is not permitted to lease, sell or otherwise make available the delivered Items to persons or entities listed on any national and/or international sanctions list, including but not limited to: European sanctions regulations, United Nations sanctions, and the National Terrorism List.
- The Customer is also bound by all applicable US legislation relating to the “US element principle”. This means that if the purchased goods contain components manufactured in the United States, US export regulations shall apply.
- The Customer shall indemnify Collé against any claims arising from this Article and shall incur a penalty of €500,000.00 payable immediately, and an additional penalty of €25,000.00 for each day the breach continues, up to a maximum of €15,000,000.00, without prejudice to Collé’s right to claim full compensation including costs and interest insofar as the actual damage suffered exceeds the stipulated penalty. Collé shall also retain the right to demand performance at any time.

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GENERAL TERMS AND CONDITIONS OF DELIVERY

up to and including the agreed end date.

33.6. In the event of a rental pause, no rental fees shall be charged. However, the Agreement and its terms shall remain fully in force.

33.7. The Lessee must notify Collé in writing at least one working day prior to the desired rental termination date. If multiple items have been rented under the same Agreement, individual items may be terminated separately. The associated collection and delivery costs per (extra) trip shall be borne by the Lessee. The notice of termination must include the following information: Lessee's details, contract number, description of the items to be collected including item numbers, requested termination date, collection location, name and phone number of the Lessee's contact person, and the contact point for the Collé driver.

Article 34 – Ownership

34.1. The Rented Item shall remain the property of Collé at all times, regardless of the duration of the Agreement. The Lessee is not entitled to transfer ownership, pledge, or otherwise encumber the Rented Item for the benefit of third parties.

Article 35 – Price

35.1. Collé shall at all times be entitled to increase the agreed prices if pricing factors give cause to do so.

35.2. The daily rates are based on 8 operating hours, weekend rates on 12 operating hours, and weekly rates on 40 operating hours, with the operating hours to be carried out within the timeframe of 08:00 to 17:00. In the case of additional operating hours and/or operating hours outside the stated timeframe, Collé is entitled to charge a surcharge as determined by Collé.

35.3. If the rented item is assembled or disassembled by Collé at the location requested by the Lessee, the associated costs shall be borne by the Lessee.

Article 36 – Transport

36.1. The Lessee shall bear the costs of transporting the Rented Item to and from Collé, including loading and unloading.

36.2. A carrier engaged by Collé to deliver or collect the Rented Item is not authorised to inspect the Rented Item on behalf of Collé.

36.3. The loading and unloading location must be easily accessible for lorries with the maximum legal dimensions. Delivery and collection shall only take place within 10 metres of the lorry, where the ground must be level, paved, and suitable for rolling equipment.

36.4. If the delivery location is not easily accessible (due to the size of the Rented Item or the transport vehicle, or for any other reason), any additional costs incurred shall be borne by the Lessee.

36.5. The Rented Item shall be deemed to have been delivered and the risk transferred to the Lessee at the moment of actual transfer of possession to the Lessee or upon its being left at the agreed delivery location.

Article 37 – Obligations of the Lessee

37.1. The Lessee shall handle the Rented Item in accordance with Collé's usage instructions. The Lessee warrants that all individuals operating the Rented Item are competent, meet the applicable age requirements, and possess any legally required qualifications, certificates, licences, and so forth.

37.2. The Lessee is responsible for using the correct fuel and lubrication for the Rented Item. The oil level must also be maintained at the prescribed level using the specified oil, all at the Lessee's expense.

37.3. The Lessee shall not use the Rented Item outside the location specified in the Quotation, Order Confirmation, or Agreement without Collé's prior written consent.

37.4. The Lessee undertakes to pay all charges, taxes (including municipal charges), and fines arising from the use of the Rented Item by them or third parties.

37.5. The Lessee shall manage the Rented Item with the care of a prudent lessee.

37.6. The Lessee must take all possible preventive measures to avoid damage and/or theft or loss, such as correctly using locks, securing, storing, placing out of sight, and anchoring the Rented Item.

37.7. The Lessee shall return the Rented Item to Collé in a clean, good, and immediately usable condition, subject to normal wear and tear. Where necessary, Collé may charge the Lessee for cleaning costs.

37.8. The Lessee is obliged to make the Rented Item available for inspection at Collé's first request. The Lessee must grant Collé access to the Rented Item at all times.

37.9. The Lessee is not authorised to transfer its rights and obligations under the Agreement to a third party or to make the Rented Item available to a third party without Collé's explicit prior written consent. Subletting the Rented Item to a third party is expressly prohibited, unless Collé has granted explicit prior written consent.

Article 38 – Secondment

38.1. If Collé lends or makes available an employee to the Lessee for one or more days or parts thereof to operate the Rented Item or to perform other tasks, or if any employee otherwise carries out work for the benefit of the Lessee, the Lessee shall be responsible for complying with all obligations arising from Article 7:658 of the Dutch Civil Code and other statutory provisions (including health and safety regulations) for the protection of the safety and health of the employee. The employee shall work under the instructions and supervision of the Lessee.

38.2. The Lessee shall be liable for claims from third parties pursuant to Articles 6:162 and 6:170 of the Dutch Civil Code and other applicable statutory provisions.

38.3. The Lessee shall indemnify Collé against any claims from the employee(s)

involved and/or third parties arising from or related to the performance of work by Collé's personnel. The Lessee shall reimburse any amounts claimed from Collé in this regard upon first request.

Article 39 – Insurance

39.1. The Lessee shall be solely responsible for obtaining adequate insurance coverage for operational risks and the resulting liability related to the use of the Rented Item. Upon first request, the Lessee must provide Collé with a copy of the relevant insurance policy and proof of premium payment.

39.2. If the Lessee wishes to arrange its own insurance for damage to or loss of the item, Collé shall be expressly entitled to require the Lessee to name Collé as an insured party and to provide a certificate of insurance coverage.

39.3. If the Lessee holds a Construction All Risks (CAR) insurance policy that includes an admission scheme, the Lessee hereby declares in advance that Collé may derive rights from the CAR insurance policy as a (co-)insured party.

39.4. Any applicable excess (deductibles) shall always be borne by the Lessee.

39.5. For the purposes of Article 39.1, operational risk shall be understood to mean any damage caused during the use of a machine that is not operated by Collé. This may include, but is not limited to, collisions with buildings or knocking over posts.

Article 40 – Return and Risk

40.1. Upon termination of the Agreement, the Lessee shall return the Rented Item in a condition that Collé may reasonably expect of a properly maintained item of the type covered by the rental agreement, free from Defects, unless otherwise agreed in writing.

40.2. After the agreed end date, the Lessee shall remain responsible for the Rented Item and liable for any damage or loss for a reasonable period of at least five (5) working days, until the Rented Item is returned to Collé.

40.3. The Lessee shall ensure that an authorised person is present on the agreed collection day. If no one is present when Collé arrives to collect the Rented Item, Collé is entitled to remove the Rented Item.

40.4. Unless otherwise agreed in writing, the Rented Item must be sorted, cleaned, organised, and stacked on the ground floor, ready for transport. If the Rented Item is not ready for transport upon collection, the Lessee shall forfeit an immediately payable penalty of €500.00, without prejudice to Collé's right to claim full compensation for damages, costs, and interest if the actual damage exceeds the stipulated penalty. For example, battery-powered machines must be sufficiently charged, and diesel-powered machines must contain sufficient fuel.

40.5. Upon return, the Rented Item will be inspected by Collé, optionally by appointment and in the presence of the Lessee.

40.6. If damage to the Rented Item is identified during the inspection, the Lessee will be notified as soon as possible. The damage report shall include a deadline for the Lessee to commission a counter-assessment. If the Lessee does not exercise this option, the damage assessment made by Collé shall be deemed final and binding.

Article 41 – Liability

41.1. The Lessee shall be liable for all damage suffered by Collé or its contracting third parties in connection with damage to, theft, or loss of the Rented Item, regardless of whether the Lessee is at fault, unless Collé can be shown to have acted with intent or gross recklessness.

41.2. The Lessee shall report any damage to or loss of the Rented Item to Collé immediately upon discovery, and in any case no later than 24 hours after it occurs.

41.3. In the event of theft and/or disappearance of the Rented Item, the Lessee is required to file a report with the relevant authority and provide Collé with (a copy of) the official police report.

41.4. Damage assessment shall be carried out by Collé's Technical Department or by an expert bureau appointed by Collé.

41.5. Invoicing and payment of the damage or excess shall not constitute a transfer of ownership and shall be regarded as a final settlement.

41.6. To help the Lessee avoid unforeseen costs, Collé may offer, in many cases, the possibility to significantly limit the Lessee's liability by participating in the Scheme. Sub-lessors are excluded from participation in the Scheme.

41.7. Under no circumstances shall coverage be provided for damage, loss, liability, or costs directly or indirectly caused by, related to, or resulting from the use or operation, as a means of causing harm, of any computer, computer system, computer software, malicious code, computer virus or process, or any other electronic system.

Article 42 – Prohibition of Use

42.1. Unless explicitly approved in Writing by Collé, the Lessee is prohibited from using or allowing the Rented Item to be used in the following locations or for the following activities:

- a. airport sites / airfields / aviation terminals;
- b. asbestos removal;
- c. processing, use or cleaning of heavy metals;
- d. contaminated soil;
- e. nuclear purposes;
- f. decontamination of spaces, including but not limited to the cleaning of barns in relation to avian influenza, swine fever or similar diseases.

42.2. In the event of a breach of this Article, the Lessee shall incur an immediate penalty of €500,000.00 per breach, plus a penalty of €25,000.00 for each day the breach continues, up to a maximum of €15,000,000.00, without prejudice to Collé's right to claim full compensation for damages, costs

and interest should the actual loss exceed the agreed penalty. Collé shall also retain the right to demand performance at any time.

Article 43 – Insurance for Demolition Work

43.1. If the Rented Item is used for performing demolition work, the provisions of this Article shall apply.

43.2. The insurance cover for the insured Item includes liability for damage caused by or involving the item when used for demolition activities.

43.3. If adjacent buildings are located within a distance of 5 metres from the structure to be demolished, insurance cover is excluded, unless:

- a. no more than 8 storeys from ground level are to be demolished;
- b. in the case of partial demolition of a building or directly adjacent neighbouring structures, demolition is carried out manually or by sawing;
- c. where demolition occurs above lower roofs, protective measures such as catch or fall screens are taken to prevent damage from falling debris;
- d. the placement or swing radius of the insured equipment does not fall within 2.5 metres of any surrounding structure that is to be preserved;
- e. if foundations are to be removed as part of the demolition, the type and depth of the adjacent foundations to be preserved are verified;
- f. when demolishing basements, the type and depth of surrounding preserved foundations must be verified before removing the basement ceiling.

43.4. Without prejudice to the above, the following are always excluded from insurance cover:

- a. damage resulting from the use of a wrecking ball;
- b. damage to components and/or materials intended for reuse;
- c. damage to landscaping, vegetation or paving;
- d. damage caused by use (loading) of existing/preserved ground floors and basements.

Article 44 – Amount of Liability for Damages

44.1. If repair is possible, the Customer shall be obliged to compensate the repair costs arising therefrom, as well as any resulting depreciation.

44.2. In the event of theft and/or loss or (economic) total loss of the Rented Item, the Customer shall compensate Collé for the damage based on the replacement value, less any residual value where applicable. "Replacement value" shall mean the current new price for a quantity of one, minus linear depreciation over 120 months, taking into account a residual value of 10% of the aforementioned current new price.

44.3. In the case of total loss of non-identifiable items, 75% of the current purchase price shall be considered the replacement value. Non-identifiable items refer to bulk goods for which the age cannot be determined with certainty, or for which the purchase invoice does not specifically refer to the item in question.

44.4. For lost items for which the Customer has already been invoiced for the replacement value by Collé, and which are subsequently found and returned, the Customer shall owe the rental fee up to the date of return. This amount will be deducted by Collé from the replacement value to be refunded to the Customer.

44.5. In addition, the Customer shall remain liable for all other damages suffered by Collé as a result, including but not limited to expert fees, repatriation costs, clean-up costs, mitigation expenses, lost turnover and/or profits, damage handling costs, extrajudicial costs, as well as statutory interest.

Article 45 – Maintenance, Repairs, Inspection, Malfunctions, Telematics and Permits

45.1. All costs related to daily maintenance carried out during the rental period shall be borne by the Customer. The Customer is not permitted to make any modifications to the Rented Item or to carry out any repair work, unless such repair is necessary to mitigate damage.

45.2. Daily maintenance shall include, but is not limited to, checking and, if necessary, refilling oil, coolant, lubricants and/or battery water, simple technical repairs such as replacing bulbs, and cleaning the engine air filter.

45.3. The Customer must report all defects and/or faults with the Rented Item to Collé within 24 hours of discovery, failing which any related claims shall lapse.

45.4. If repairs are nevertheless carried out by third parties, these shall not be reimbursed by Collé. If non-original parts have been fitted, they shall be replaced by Collé at the Customer's expense.

45.5. Collé shall endeavour to resolve any malfunction of the Rented Item as quickly as possible. If the malfunction is due to a fault in the Rented Item, Collé shall not charge the Customer for the repair. If the malfunction is caused by the Customer's use, Collé shall charge the Customer for all costs related to the repair and any resulting damages. A surcharge shall apply to repairs of malfunctions not caused by the Rented Item when carried out outside the hours of 08:00 to 17:00 or on non-working days or public holidays.

45.6. Collé's equipment may be fitted with a Track and Trace system. A Track and Trace system is a device built into the equipment to allow quick and easy determination of the object's exact location. Collé primarily uses Track and Trace systems to trace the equipment in the event of theft, loss, or for recovery if the Customer fails to meet its obligations (such as non-payment). Data from the Track and Trace system may be shared with third parties and/or used by Collé as necessary to enforce or fulfil the Agreement.

45.7. If a permit or special local inspection is required for the use of the Rented Item, the Customer shall be responsible, for the duration of the rental or the period in which they hold the item, for ensuring (and bearing the costs

of) timely statutory and/or local inspections.

45.8. Collé accepts no responsibility or liability for (the cost of) any permits, exemptions or other consents necessary in connection with the use of the Rented item or for the performance of the Agreement.

Article 46 – Security Deposit

46.1. The Customer shall owe a security deposit per Agreement, the amount of which shall be determined by Collé and must be paid prior to delivery of the Rented item.

46.2. If the Customer fails to pay the required security deposit on time, Collé shall be entitled to unilaterally terminate the Agreement, without prejudice to Collé's right to claim compensation for damages, costs incurred, lost profits, and any other losses.

46.3. In the event of an extension of the Agreement, the Customer shall pay a new security deposit no later than on the start date of the extension.

46.4. Collé shall be entitled to offset any unpaid rental charges, compensation for damages, incurred losses, lost profits, and other costs against the received security deposit.

46.5. The security deposit shall be refunded once it has been established by Collé that the Customer has fulfilled all its obligations under the Agreement.

Article 47 – ATEX Equipment

47.1. Collé guarantees that the rented ATEX equipment complies, at the time of delivery, with the minimum requirements set out in the ATEX 11 Directive (2014/34/EU) or any successor thereof. Collé shall provide the Customer with the necessary information regarding the safety classification to which the rented ATEX equipment complies.

47.2. The Customer shall be solely and fully responsible for complying with all applicable laws and regulations concerning areas where there is a risk of explosion. This includes, but is not limited to, the ATEX 95 and ATEX 137 Directives or any successor legislation.

47.3. The Customer shall be liable for any direct or indirect consequences arising from non-compliance with the aforementioned laws and regulations, and shall indemnify Collé against all related claims.

Article 48 – Third-Party Clause

48.1. The Customer acknowledges and, insofar as necessary, agrees that ownership of the Rented Item may be or become vested in a third party, or that the Rented Item may have been or may be pledged to a third party as security for the payment of any amounts that Collé owes or may owe to such third party.

48.2. Notwithstanding the existence of the present rental agreement, the Customer shall, upon first request, return the Rented Item to the third party, without invoking any right of suspension or retention, if and when the third party demands surrender of the Rented Item on the grounds of Collé's failure to meet its obligations towards that third party. As a result of such demand, the present rental agreement shall be terminated automatically with immediate effect. The Customer may no longer use the Rented Item. The surrender shall take place in the Netherlands at the premises of the third party or at a location designated by that third party.

48.3. Should the situation referred to in paragraph 2 arise and the third party wishes to continue the Customer's use of the Rented Item, the Customer shall, upon first request from the third party, enter into a rental agreement with that third party for the remaining duration of the current rental agreement and on identical terms.

48.4. The parties expressly exclude the applicability of Articles 7:226 and 7:227 of the Dutch Civil Code. A transfer of ownership of the Rented Item to a third party, or the fact that ownership already rests with a third party at the start of this rental agreement, shall not result in the rights and obligations of this agreement transferring to that third party.

48.5. The third-party clause set out in paragraphs 1 to 4 above may not be revoked by either the Customer or Collé.

II.C. Chapter 3: Services/Project

The provisions set out in this chapter entitled "Services/Project" shall apply, in addition to the provisions of the General Section of these General Terms and Conditions, where Collé provides services, including but not limited to: assembly and disassembly, installation, commissioning and maintenance, construction of relocatable accommodations, maintenance works, performance of security services, execution of service contracts, performance of extended warranty contracts, consultancy and facility services, all in the broadest sense of the term.

Article 49 – Delivery and Performance Period

49.1. The delivery and/or performance period refers to the timeframe specified in the Agreement within which the performance must be completed. The Parties may agree on either an estimated or a fixed delivery and/or performance period.

49.2. In determining the delivery and/or performance period, Collé assumes that the Agreement can be executed under the circumstances known at that time. If the circumstances differ from those known to Collé when the delivery and/or performance period was determined, Collé may extend the period by the time necessary to complete the work under the new conditions. Any additional costs incurred by Collé as a result shall be borne by the Customer.

49.3. In the event of additional work, the delivery and/or performance period shall be extended by the time required to procure the necessary materials and components and to carry out the additional work. If the additional work cannot be incorporated into Collé's existing schedule, the work shall be performed as soon as scheduling permits.

49.4. In the event of inclement weather conditions rendering work impossible,

the delivery and/or performance period shall be extended by the duration of the resulting delay.

49.5. If Collé's obligations are suspended, the delivery and/or performance period shall be extended by the duration of the suspension. If continuation of the work cannot be accommodated within Collé's planning, the work shall resume as soon as the schedule allows.

49.6. Estimated delivery and/or performance periods are approximate and shall not be deemed as strict deadlines. If a deadline is exceeded, the Customer must serve Collé with formal notice of default in writing. Collé shall then be granted a reasonable additional period to perform its obligations under the Agreement. This additional period shall be at least equal to the original delivery period. Exceeding the delivery period shall not entitle the Customer to claim damages.

49.7. The delivery and/or performance period shall commence once Collé has received the signed Quotation, Order Confirmation, or Agreement from the Customer, along with any required deposit or advance payment.

Article 50 – Performance

50.1. Collé shall determine the method and the person(s) by whom the Services are to be carried out.

50.2. The Customer shall be responsible, at their own expense, for obtaining all permits, exemptions, approvals, and/or consents required for the execution of the Agreement in a timely manner.

50.3. Unless explicitly stated otherwise, the price quoted by Collé or agreed with Collé does not include: costs to prevent or limit damage to property, costs for drawing, design, repair or other construction work, costs of disposal of materials, building materials and waste, travel and accommodation expenses.

50.4. Changes to the Order shall constitute additional work in any of the following circumstances:

- a. a change in the design or specifications; or
- b. the information provided by the Customer does not correspond with reality; or
- c. quantities or dimensions deviate by more than 5% from those estimated.

50.5. Additional work shall be charged based on the value of the pricing factors applicable at the time the additional work is performed. Reductions shall be offset based on the value of the pricing factors applicable at the time of conclusion of the Agreement. If the total value of the reductions exceeds the total value of the additions, Collé shall be entitled to charge the Customer 10% of the net difference in the final invoice. This provision does not apply to reductions resulting from a request made by Collé.

50.6. The Customer is responsible for any drawings and calculations made by or on behalf of them, as well as for the functional suitability of materials

Article 56 – Execution Period

- 56.1. The execution periods agreed upon with the Customer are approximate and shall not be considered as firm deadlines.
- 56.2. In the event of exceeding an estimated execution period, the Customer must issue a Written notice of default to Collé. Collé must then be granted a reasonable period to still perform the Agreement. This reasonable period shall be at least equal to the original delivery period. Exceeding the delivery period does not entitle the Customer to any compensation.
- 56.3. When determining the execution period, Collé assumes that the Training can take place under the conditions known at that time. If different circumstances arise than those known to Collé at the time the execution period was set, Collé may extend the execution period by the time required to perform the Assignment under these new circumstances.
- 56.4. In the event of additional work, the execution period shall be extended by the time necessary to perform such work. If the additional work cannot be scheduled within Collé's planning, the Training shall take place as soon as scheduling permits.
- 56.5. In the event of inclement weather, the execution period shall be extended by the delay caused.
- 56.6. If Collé's obligations are suspended, the execution period shall be extended by the duration of the suspension. If resumption of the Training cannot be scheduled immediately, it shall take place as soon as scheduling permits.
- 56.7. The execution period shall commence once Collé has received the signed Quotation, Order Confirmation or Agreement from the Customer, along with any required deposit or advance payment.

Article 57 – Execution

- 57.1. Collé shall determine the manner in which and by whom the Training sessions are conducted, and is authorised to engage third parties for this purpose.
- 57.2. Training sessions generally take place at Collé's training centre in Sittard. In the case of in-company training, the Customer shall ensure that Collé's staff can carry out their duties without interruption and at the agreed time, and that any reasonably required facilities are made available free of charge. In any case, the Customer shall provide free access to energy, water, heating, a lockable dry storage space, and all provisions required by occupational health and safety legislation.
- 57.3. When training is combined with e-learning, the e-learning must be completed before 3:00 PM on the day prior to the training. Otherwise, the candidate will not be allowed to participate in the training session.
- 57.4. The Customer is obliged to take all required or necessary safety measures for the benefit of Collé's personnel.
- 57.5. Collé may immediately suspend performance of the Agreement if:
 - a. its staff or other assistants are (at risk of being) exposed to substances harmful to health;
 - b. the working conditions at the site do not comply with applicable health and safety legislation.
- 57.6. Deviations from the training programme resulting from amendments to occupational health and safety legislation or from changes imposed by certification bodies shall not constitute grounds for complaints.

Article 58 – Payment, Requirements, and Obligations

- 58.1. Payment must be made prior to the start of the Training and/or examination. No (practical) examinations will be administered as long as the relevant invoice(s) remain unpaid.
- 58.2. Shipping costs for training materials and examination fees are not included in the Training prices, unless explicitly stated otherwise.
- 58.3. Registration may be cancelled or rescheduled free of charge up to 72 hours before the start of the training. For cancellations or rescheduling between 72 and 48 hours before the start, 50% of the costs will be charged. For cancellations made less than 48 hours before the start of the training, 100% of the costs will be charged (including any additional expenses such as travel, accommodation, and/or exam fees).
- 58.4. Trainees must carry valid identification and hold a valid driving licence on training days.
- 58.5. Wearing safety shoes is required during the practical part of the Training. For aerial work platform training, wearing a safety harness is also mandatory. Trainees may use their own harness or borrow one from Collé.
- 58.6. Depending on the expected weather conditions, appropriate work and/or safety clothing must be worn.
- 58.7. Where necessary, Collé shall provide security credentials such as user codes and passwords to access applications and e-learning systems. These credentials are strictly personal and non-transferable. Trainees are required to keep their user codes and/or passwords confidential. If a Trainee knows or suspects that their login credentials have been compromised, they must immediately notify Collé.
- 58.8. Trainees are not permitted to use or allow the use of their credentials for any purpose other than the Training.
- 58.9. For safety reasons, Trainees must always follow the instructor's directions during the Training sessions.
- 58.10. Trainees are bound by the house rules in force during the Training sessions (including during breaks). If a Trainee fails to comply with the applicable house rules, Collé is entitled to take appropriate measures. Such measures may be imposed unilaterally and may include exclusion from further participation in the Training.

Article 59 – Privacy

- 59.1. The privacy policy of Collé applies to the Agreement between the Parties. All data provided by the Client and the Trainee will be recorded in Collé's (automated) administration system. This data will be used in accordance

with Collé's privacy policy and solely for responsible customer management and business operations, such as registering Trainees, sending Training materials, and issuing reminders regarding timely renewals or extensions of expiring certificates and/or diplomas.

- 59.2. Without the explicit consent of the Client and/or the Trainee, such data will not be shared with third parties, unless Collé is legally required to do so.

Article 60 – Liability and Indemnities

- 60.1. The Client shall indemnify Collé against any damage or claims from third parties resulting from wilful misconduct or gross negligence on the part of the Trainee, as well as from the use of alcohol, narcotics, or medicinal drugs that may impair driving ability.
- 60.2. Collé shall not be liable for any damage arising in connection with the provision of Training. Collé shall therefore not be liable for any direct and/or indirect damage, including personal injury, property damage, immaterial damage, consequential damage (including business interruption and/or delays), or any other form of damage, regardless of its cause, except in the case of wilful misconduct or gross negligence on the part of Collé's executive personnel or management.
- 60.3. If the Trainee participates in the Training despite declaring that they are not disqualified by court order from operating motor vehicles and that their driving licence has not been confiscated—and this declaration proves to be untrue—the Client shall fully indemnify Collé and fully reimburse any fines imposed in that regard, as well as all other financial consequences. The same applies if any other false statement is made by the Trainee, whereby Collé would not have permitted the Trainee to take part in the Training had it been aware of the true situation.
- 60.4. The Client shall be liable for any damage—including loss, theft, fire, or damage—to property belonging to Collé and/or third parties, such as tools and materials intended for the work, located at the Training site.
- 60.5. Participation in the Training is entirely at the Client's and/or the Trainee's own risk.

II.E. Chapter 5: Damage Buy-Off Scheme

The provisions set out in this chapter entitled "Damage Buy-Off Scheme" shall apply in addition to the provisions in the General Part of these General Terms and Conditions, if and insofar as the Client has explicitly and in Writing agreed to such a Scheme with Collé.

Article 61 – Applicability

- 61.1. Collé waives its right to claim compensation from the Client for damage resulting from theft, loss, or damage to the Equipment, with the exception of the applicable excess amount referred to in Article 65, provided that the conditions and limitations of the Scheme have been met.
- 61.2. The Scheme shall only apply if it has been expressly agreed upon in Writing with Collé.
- 61.3. The Scheme applies exclusively to material damage to or the current value of the Equipment caused by loss or damage to the Equipment or part thereof (including any related costs for measures previously approved by Collé), insofar as caused by external calamity occurring within the Benelux and Germany. In France, the Scheme applies to incidents occurring within a radius of 250 kilometres from the border with one of the Benelux countries.
- 61.4. Only the Client may derive rights from the Scheme. The Client shall indemnify Collé against any third-party claims, including those from subrogated insurers.
- 61.5. The Scheme shall not apply if the Client, being a Lessee, may derive rights in connection with the incident from any insurance or other provision, or could have derived such rights had the Scheme not existed.
- 61.6. The Scheme shall not apply to items that Collé has rented from fellow rental companies.
- 61.7. Recovery of costs for damage assessment is only limited to the extent that such assessment is carried out by Collé's Technical Department or an expert agency designated by Collé.

Article 62 – Ownership

- 62.1. All Equipment shall remain the property of Collé, irrespective of the possible application of the Scheme.
- 62.2. Invoicing and/or payment of the damage or any excess shall under no circumstances imply a transfer of ownership.

Article 63 – Exclusions

- 63.1. The Scheme excludes any damage to, caused by, occurring with or resulting from:
 - a. intentional acts or gross negligence by the Client and/or its personnel and/or auxiliaries;
 - b. insufficient care and/or unskilled and/or careless use, conduct, or omission by the Client and/or its personnel and/or auxiliaries; this shall in any case include use without possession of the required qualification or certificate;
 - c. use for purposes other than those for which the Equipment is intended;
 - d. damage caused by (concrete) contamination;
 - e. damage not meeting the uncertainty requirement set out in Article 7:925 of the Dutch Civil Code;
 - f. damage to (air) tyres, unless the same cause that led to this damage also caused additional damage to the Equipment;
 - g. armed conflict, civil war, insurrection, internal disturbances, strike, riot or mutiny, as well as nuclear reactions, regardless of how these arose;
 - h. subletting of the Equipment or otherwise making it available to third

parties without the express permission of Collé.

If the lessee is a professional rental company, they must notify in writing whether or not they opt in to the Scheme.

- i. failure to follow preventive measures and/or other instructions printed on the Agreement or (product) manual.
- 63.2. In addition to the exclusions mentioned above, recourse against the Client shall not be limited if the following conditions and circumstances have not demonstrably been met:
 - a. where possible, the Equipment must be secured with a (hitch) lock, stored or placed in a locked space outside working hours, or, if physically impossible, placed in a secured or properly fenced outdoor site or construction area;
 - b. evidence of forced entry to a building, container, site hut or fence must be present. Forced entry shall only be accepted if there are externally visible signs of such.

Article 64 – Obligations in the Event of Damage

- 64.1. As soon as the Client becomes aware of an incident involving damage, or could reasonably have become aware of it, the Client shall—under penalty of forfeiture of any claim to limitation of recourse—be obliged to:
 - a. report the incident to Collé immediately;
 - b. cooperate fully in the handling of the damage, in particular by following Collé's instructions, providing the requested information and documents (including a fully completed and signed damage form with a description of the circumstances), and refraining from any actions that could harm Collé's interests;
 - c. in the event of theft and/or loss of the Equipment, file a report with the appropriate authorities and submit (a copy of) the official police report to Collé.

Article 65 – Costs, Compensation and Excess

- 65.1. In order for the Scheme to apply, the Client shall owe Collé a fee expressed as a percentage of the rental price.
- 65.2. The Scheme does not entitle the Client to any compensation or reimbursement.
- 65.3. For each incident causing damage, the following excess amounts per item shall apply and must be paid by the Client to Collé:
 - a. in the event of damage to the item: €2,500;
 - b. in the event of theft/loss of the item, the excess depends on the replacement value of the item:
 1. if the replacement value exceeds €5,000.00, the excess is €5,000.00;
 2. if the replacement value is below €5,000.00, the excess is €1,250.00.