Customer Creation Form Collé Vermietung & Verkauf
(New Customer)

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

Name Rep.

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

CONTACT INFORMATION & CONTACT PERSONS

Company name*		**CONTACT PERSON**	
Postal address*		First name*	
Postcode & location*		Last name*	
Visitor address		E-Mail*	
Postcode & location		Phone no.*	
Country*		Mobile no.	
Phone no.*		Fax	
E-Mail*			
E-Mail (for electr. invoicing)		Please chose	☐ XRechnung ☐ ZuGFeRD
Website			
Vat no.* (or)			
Tax no.*			

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*

Acting as

Date*

Signature*

& Stamp

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

GENERAL TERMS AND CONDITIONS OF DELIVERY

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GENERAL TERMS AND CONDITIONS OF DELIVERY

GENERAL TERMS AND CONDITIONS OF DELIVERY – COLLÉ
VERSION NO: C202501NL

I. GENERAL PROVISIONS

Article 1 – Structure of the General Terms and Conditions of Delivery

1.1. These General Terms and Conditions of Delivery consist of a general section and a special section. The special section comprises several chapters, each containing specific provisions relating to various business activities. Consequently, multiple chapters may apply to a given Agreement.

1.2. In the event that a provision in the special section deviates from a provision in the general section, the provision in the special section shall prevail, insofar as that particular provision applies.

1.3. If multiple chapters from the special section apply to an Agreement or Assignment and any provisions appear to conflict, the provision that, at Collé's discretion, imposes the least restriction on Collé shall prevail.

Article 2 – Definitions

For the purposes of these General Terms and Conditions, the following capitalised terms shall have the meanings assigned below:

- Advice: the provision of recommendations in the broadest sense of the word, including but not limited to advice on the appropriate machine or tool for a specific task, correct and efficient use of the machines/tools, and the preparation of quotations and rental agreements.
- Customer: any party that issues, either alone or jointly, an Assignment for services, Advice, or a Quotation, and any party that enters into an Agreement with Collé.
- General Terms and Conditions: these present General Terms and Conditions of Delivery of Collé.
- ATEX Equipment: all items intended for rental activities that meet the minimum requirements set out in the ATEX Directive 2014/34/EU or its successor.
- Budget: a forecast of expected income and estimated expenditure prepared for a specified future period.
- Collé: all legal entities or their legal successors that form part of or are affiliated with Collé, including but not limited to: HFC Holding BV (Chamber of Commerce No. 14058799), Collé Sittard Beheer BV (No. 14072012), Brieselang BV (No. 61666025), Collé Kleibergweg BV (No. 141074666), Collé Sittard Verhuur BV (No. 14053436), Collé Rental & Sales Projekt BV (No. 14104401), Collé Sittard Machinehandel BV (No. 14039434), Collé Rental & Sales BV (Company No. BE 0891.361.902), Stichting Administratiekantoor Frits Collé Holding BV (No. 14086259), and Collé Academy BV (No. 14093571).
- Participant: the individual who attends or is scheduled to attend a Training session.
- Services: Assignments, Work, and/or Advice carried out by or on behalf of Collé, whether on a managed or ad hoc basis.
- Continuing Agreement: an Agreement under which the Parties undertake to perform ongoing, recurring, or successive obligations at regular intervals.
- Defect(s): deviation(s) in an Item that existed prior to delivery and result in the Item not conforming to the Agreement, such as faults or malfunctions due to manufacturing or material defects, or the absence of agreed essential features or characteristics. Defects shall explicitly not include those arising after delivery, including but not limited to impact damage, malfunctions due to improper use or storage, Inexpert or Negligent Use, insufficient maintenance, or normal wear and tear.
- Rented Item: any Item rented by Collé to the Customer.
- Installation: the provision and connection of all supply and discharge lines, wiring, and connection points necessary for the correct installation of the Item.
- Quotation: any offer made by Collé to the Customer.
- Inexpert and/or Negligent Use: includes but is not limited to use of the Rented Item for purposes other than intended, operation by uncertified or legally unqualified/unauthorised individuals, failure to refill fluids on time or use of incorrect oil, lubricants, fuel, antifreeze, or battery water, improper or absent use of supports, overloading, towing trailers or other equipment with an incompatible driving licence category, performing repairs, disabling safety or other systems, tipping due to excessive gradient, acting contrary to instructions from Collé, the manufacturer, manuals or rental contract instructions, improper transport, failure to take damage prevention measures in cases of forecast extreme weather (e.g., storms or hail), or breach of legal obligations or (local and/or temporary) regulations.
- Order Confirmation: written confirmation of a Quotation issued by Collé to the Customer.
- Assignment: the Agreement or engagement concluded between Collé and its Customer(s), qualifying as a contract for services within the meaning of Article 7:400 of the Dutch Civil Code.
- Agreement: any commitment entered into between Collé and its Customer(s), including but not limited to an Assignment, purchase agreement, rental agreement, or Continuing Agreement.
- Party or Parties: Collé and/or the Customer(s).
- Waiver Scheme: the indemnity scheme contained in these General Terms and Conditions that limits Collé's right to claim compensation from the Customer for loss, theft, or damage of the Rented Item to the applicable excess.
- In Writing: includes both documents signed by the Parties and electronic (email) communications, provided that acceptance or receipt is confirmed in writing by the other party using the same or another communication channel.
- Training: session(s) offered or delivered by Collé for the purpose of transferring knowledge and/or skills.
- Training Materials: all materials provided by Collé, including but not limited to training manuals, exam preparation materials, videos, software, files, pocket cards, maps, legal texts, reference works, and separate exercises.
- Rental: an Agreement under which an Item is made available (rented) by Collé to the Customer for a specified period in return for an agreed rental fee.
- Sale: an Agreement under which an Item is transferred into the ownership of the Customer by Collé in return for payment of an agreed purchase price, including hire purchase and instalment sale.
- Work: all work commissioned under an Assignment or otherwise carried out by Collé directly or indirectly in connection with an Agreement or Quotation.
- Item: any tangible object (movable property) that forms part of the Agreement.

Article 3 – Applicability

3.1. These General Terms and Conditions apply to all negotiations, Quotations, Order Confirmations, Assignments, Agreements, Services, Work, and any other legal relationships to which Collé has declared these General Terms and Conditions applicable. They also form an integral part of any resulting Agreement or Assignment, as well as of any future Agreements or Assignments.

3.2. The Customer's unreserved acceptance, retention, and/or execution of a Quotation, Order Confirmation, or Agreement that refers to or incorporates these General Terms and Conditions shall constitute full acceptance of their applicability.

3.3. All Assignments shall be deemed to have been issued solely to, and accepted solely by, Collé. By way of derogation from Articles 7:404, 7:407(2), and 7:409 of the Dutch Civil Code, partners, directors, shareholders, and any individuals working for or on behalf of Collé shall not be personally bound or held liable.

3.4. Any general terms and conditions or other conditions of the Customer are not valid and are expressly rejected by Collé.

3.5. Derogation from one or more provisions of these General Terms and Conditions shall be permitted only where agreed expressly and in Writing in the Agreement, and only with regard to that specific individual Agreement or Assignment. Such derogation shall not affect the applicability of the remaining provisions. These General Terms and Conditions shall remain fully applicable to any resulting or future Agreements or Assignments.

3.6. If one or more provisions of these General Terms and Conditions are found to be wholly or partially void or unenforceable at any time, the remainder of the Agreement shall remain in full force and effect. The relevant provision shall be promptly replaced, in consultation between Collé and the Customer, with a provision that most closely reflects the original intent.

3.7. Any ambiguities in the interpretation or content of one or more provisions of these General Terms and Conditions, or matters not expressly covered herein, shall be interpreted in accordance with the spirit of these General Terms and Conditions.

3.8. If, whether knowingly or not, Collé chooses not to invoke or strictly enforce any provision of these General Terms and Conditions at any given time, this shall not constitute a waiver of the right to do so at a later stage.

3.9. In the event of any inconsistency or dispute regarding the interpretation between translations of these General Terms and Conditions, the Dutch-language version shall prevail at all times.

3.10. In case of conflict between these General Terms and Conditions and the provisions of the Order Confirmation or (Continuing) Agreement, the provisions of the Order Confirmation or (Continuing) Agreement shall take precedence.

3.11. Collé reserves the right to unilaterally amend or supplement these General Terms and Conditions. Such amendments shall also apply to Agreements already in force at the time of the amendment. Changes shall be communicated to the Customer by email and shall take effect thirty (30) days after notification.

Article 4 – Quotations and Budgets

4.1. All offers made by Collé, including Quotations and Budgets, are non-binding.

4.2. Any acceptance by the Customer of a Quotation or Assignment—whether in Writing, by fax, email, orally, tacitly or otherwise—shall be irrevocable for the Customer. In the absence of a written acceptance, acceptance shall be deemed to have occurred through oral agreement and/or the actual commencement of performance under the Agreement or of the services or goods offered by Collé. In such cases, the Agreement (including these General Terms and Conditions) shall be deemed to have come into effect immediately upon commencement of performance.

4.3. Collé expressly reserves the right to withdraw any offer or Quotation, even after it has been accepted by the Customer, within seven (7) working days of such acceptance and the resulting Agreement, without the need to provide justification.

4.4. Any inaccuracies in Collé's order confirmation must be reported in Writing within three (3) days of the confirmation date. Failing this, the order confirmation shall be deemed to accurately and fully reflect the Agreement, and the Customer shall be bound by it.

4.5. With regard to acceptance of the offer, oral undertakings, amendments to and supplements of existing Agreements, and the content of any price lists, brochures or other materials provided with the offer, Collé shall only be deemed bound once and insofar as such items have been confirmed in Writing by Collé, or once Collé has commenced performance.

4.6. The pricing and conditions stated in the offer shall remain valid for fourteen (14) days from the date of the offer, unless the Quotation specifies a different acceptance period.

4.7. Each new pricing and conditions proposal issued by Collé shall replace all previous ones.

4.8. Where a Quotation includes a breakdown of prices, Collé shall not be obliged to deliver a portion of the items covered by the Quotation at a proportionate part of the stated price, nor shall the Quotation automatically apply to future Assignments or Agreements.

4.9. All offers are based on the information known to Collé at the time of issuing the offer, as well as on any data provided by the Customer during the request process.

Article 5 – Agreement

5.1. Unless the nature of the Agreement dictates otherwise, or unless expressly agreed otherwise in Writing by the Parties, the Agreement between Collé and the Customer shall be considered to be for an indefinite period.

5.2. The duration of the Agreement may be influenced by various factors beyond the control of either party, including the quality of the information provided to Collé and the level of cooperation offered. For this reason, Collé cannot guarantee in advance the exact duration required for completion of the Agreement. Any stated deadlines shall therefore not be considered strict or binding.

5.3. If a specific deadline has been agreed or indicated for the execution of certain Work or the delivery of specific services or Items, such deadline shall never be regarded as binding. In the event of a delay, the Customer must serve notice of default to Collé in Writing. Collé shall then be granted a reasonable additional period in which to fulfil its obligations. This additional period shall be at least equal to the original delivery timeframe. Exceeding the delivery term shall not entitle the Customer to claim damages.

5.4. The delivery period shall commence only once Collé has received the Customer's signed Quotation, Order Confirmation or Agreement, along with any advance payment or deposit that may have been requested.

5.5. Any specifications regarding the Work and Items to be delivered are provided in good faith.

5.6. Collé is entitled to suspend performance of the Agreement without judicial intervention if the Customer fails to meet, or fails to timely meet, any obligation arising from the Agreement or these General Terms and Conditions. The Parties agree that any failure—regardless of its nature or scope—shall entitle Collé to suspend performance. Such suspension shall never entitle the Customer to claim compensation.

Article 6 – Information and Items Supplied by Collé

6.1. All information provided by Collé is intended solely as an example and does not confer any rights. While specifications such as dimensions, colours, quality, performance and other characteristics are presented with care, Collé cannot guarantee that no deviations will occur. Such specifications are therefore indicative only and non-binding. Any deviations shall not be considered defects.

6.2. All data and materials supplied by Collé remain the property of Collé and may not be reproduced or disclosed to third parties without Collé's explicit prior Written consent. Upon Collé's first request, all such materials must be returned to Collé immediately.

6.3. It is the Customer's responsibility to ensure that the Items ordered, including any associated packaging and information, comply with all applicable governmental regulations in the country of destination. The use of the Items and compliance with any such requirements—whether imposed by Collé or by government authorities—shall be at the sole responsibility, cost, and risk of the Customer.

Article 7 – Price

7.1. The price quoted by Collé for the Work to be carried out applies solely to performance in accordance with the agreed specifications.

7.2. Collé reserves the right—prior to carrying out any of the agreed Work or services, or performing the Agreement—to demand full or partial advance payment from the Customer, at Collé's discretion. In such cases, Collé is under no obligation to deliver until such payment, instalment, or advance has been received.

7.3. All prices quoted are exclusive of any additional costs associated with the Agreement, including but not limited to travel and accommodation expenses, transport costs, postage, minor materials, travel hours, maintenance, fuel, oil, cleaning, packaging, waiver arrangements (Waiver Scheme), VAT, and other government-imposed charges, unless explicitly agreed otherwise. If no fixed fee has been agreed, the final fee shall be based on actual hours worked.

7.4. If VAT has not been charged by Collé, but it later transpires that VAT was legally due, Collé reserves the right to invoice the VAT retrospectively. The Customer shall promptly pay the VAT upon receipt of the (corrected) invoice and shall indemnify Collé against any resulting loss or damage, including fines.

7.5. If no price or only an estimate has been agreed between the Parties, or where the price is subject to adjustment under these General Terms and Conditions, final settlement shall be based on post-calculation by Collé, including a reasonable profit margin, which shall be no less than 7%.

7.6. Where certain costs or cost items could not be estimated at the time the Budget was prepared—such as costs dependent on project progress, third-party quotations, or other uncertainties—these may be provisionally included as "pro memoria". Final billing for such items shall be based on post-calculation, with a reasonable profit margin.

7.7. The price quoted by Collé for the Work to be carried out applies exclusively to performance in accordance with the agreed specifications. Collé is entitled to increase the agreed price in the event of unforeseen additional Work, increased costs relating to the performance of the Agreement, or due to (amended) laws or regulations arising after conclusion of the Agreement.

7.8. If the Customer's briefing necessitates Collé to explore multiple options before a final Quotation can be issued, such exploratory Work shall also be deemed part of the Agreement, based on the final Quotation. The costs thereof shall be charged to the Customer.

Article 8 – Changes, Additional Work, and Price or Rate Adjustments

8.1. Collé shall give due consideration to any timely request by the Customer to modify, supplement or correct the Agreement. However, Collé is under no obligation to accept such changes.

8.2. Any modification to the Agreement must be agreed in Writing. Where such modification is agreed, Collé reserves the right to adjust previously indicated estimated delivery or completion times as necessary to accommodate the amended Agreement. The modification may also affect the agreed price. Although reductions in scope may lead to a price reduction, Collé reserves the right to charge the Customer the originally agreed price, any costs already incurred, and/or loss of profit.

8.3. Minor deviations from the Agreement by Collé are permissible—notwithstanding and in addition to Article 8.2 of these General Terms and Conditions—provided that the Customer did not, prior to concluding the Agreement, specify in Writing any requirements that were essential to them, and provided that the service delivered by Collé is not fundamentally altered as a result of such deviations.

8.4. If additional Work is required in the course of performing the Agreement that could not have been foreseen at the time of its conclusion—or if such Work arises due to the actions, omissions, or unclear/inaccurate information provided by the Customer—such Work will be charged at Collé's standard rates. Additional Work in this context includes, but is not limited to, waiting time, travel time, and other delays attributable to the Customer.

8.5. Where a fixed price has been agreed and the Parties intend to conclude a separate agreement for additional Work or services, Collé shall inform the Customer in advance of the financial consequences of that additional Work or performance.

8.6. If the Customer refuses to accept the additional costs resulting from such Work or performance, the requested additional Work or performance shall not be carried out. However, the Customer shall remain bound by the original Agreement.

8.7. If, after the offer has been made and/or the Agreement concluded, there is a currency fluctuation of more than 2% resulting in increased agreed prices, Collé shall be entitled to adjust its prices accordingly and/or pass on the increase to the Customer.

8.8. On 1 January of each year, Collé may adjust the prices and rates of the agreed Work.

8.9. Any excess of up to 10% (excluding VAT) over the original Quotation or Budget shall be deemed an accepted budgetary risk by the Customer and does not require prior notification from Collé. Overruns resulting from supplier terms or third-party service providers engaged by Collé—including, but not limited to, industry-standard tolerances in the graphic sector regarding over- or under-delivery—shall be deemed known to the Customer and shall not constitute an overrun of the Budget, even if such costs are not itemised in a separate Budget.

8.10. Any price or rate increase of more than 10% shall be notified to the Customer.

Article 9 – Performance of the Work

9.1. Unless specific results have been explicitly agreed in Writing, Collé shall perform the Services and Work to the best of its knowledge and ability, and in accordance with accepted standards of professional practice. This constitutes a best-efforts obligation only.

9.2. The Customer shall provide full cooperation and shall make available to Collé everything that Collé considers necessary and/or useful for the proper execution of the assigned Work and performance of the Agreement. This includes, but is not limited to:

a. ensuring that the Customer's employees are available during the agreed times;
b. granting access to all documents and data that Collé considers relevant;
c. providing, in a timely manner, all information and instructions that Collé deems necessary or useful;
d. providing, upon request, (office) facilities with suitable amenities.

9.3. If Collé needs to engage third parties in connection with the above, any associated costs shall be borne by the Customer, unless agreed otherwise in Writing.

9.4. The Customer warrants that all information it provides is accurate, reliable, and complete, and acknowledges that Collé is not required to verify the information independently. The Customer also confirms it is authorised to provide such information to Collé and shall indemnify Collé against any claims by third parties in this regard.

9.5. Collé is entitled to engage third parties for the performance of any of its obligations arising from the Agreement.

9.6. Where third parties are engaged by Collé in the performance of an Agreement, this shall be done as far as possible in consultation with the Customer and with due care. Collé accepts no liability for errors, omissions, or shortcomings of such third parties. Collé is authorised to accept any limitations of liability imposed by such third parties on behalf of the Customer.

9.7. Not only Collé but also all persons or legal entities involved in the execution of any Agreement—including third parties engaged by Collé—may invoke these General Terms and Conditions vis-à-vis the Customer. This constitutes a third-party clause.

9.8. The Customer is not permitted to transfer any rights or obligations arising from or related to the Agreement to third parties without Collé's prior Written consent.

9.9. The Customer shall indemnify Collé against all claims by third parties arising from or relating to the Agreement, including claims made by third parties engaged by Collé.

9.10. Collé reserves the right to suspend or terminate performance of the Agreement—either temporarily or permanently—without notice or formal notice of default, where there are reasonable grounds to do so.

Article 10 – Delivery

10.1. Collé shall be entitled to deliver the Items in instalments.

10.2. The Customer shall provide full cooperation with the delivery of the Items to be supplied by Collé under the Agreement. The Customer shall be in default—without the need for a formal notice—if they fail to collect the Items upon Collé's first request or, in the case of delivery to the Customer's address, if they refuse to accept the Items.

10.3. The Customer must ensure that an authorised representative is present at the agreed time of delivery to receive the Items. If no one is present upon delivery, Collé shall have the right—but not the obligation—to take the Items back. In such a case, the Customer shall still be liable for transport costs. Alternatively, Collé may deliver the Items anyway, for example at the gate, in which case the risk shall transfer to the Customer at that point.

10.4. Collé may require anyone collecting or accepting an Item to present valid identification. If Collé is unable to verify on site that the person is an authorised representative of the Customer, it shall have the right to refuse the handover of the Item.

10.5. If transport of the Items has been agreed, this shall be at the Customer's expense, unless delivery carriage paid has been expressly agreed. The Customer shall bear all transport risk.

10.6. The Customer must inspect the delivered Items, Rented Items, and Services immediately upon receipt. Any complaint relating to the Items, Rented Items or Services, including transport damage, must be recorded on the delivery note or consignment note at the time of delivery. Failure to do so shall serve as conclusive evidence against the Customer that the correct quantity of conforming Items was delivered and that these Items were received free of transport damage.

10.7. Any Defect affecting part of the delivered Items shall not entitle the Customer to reject or refuse the entire delivery.

10.8. In the situations referred to in paragraph 3 or 4, where the Customer was unable to inspect the Item, this shall be entirely at the Customer's own expense and risk. The Item shall then be deemed to have been delivered and accepted in the condition that could reasonably be expected of a well-maintained Item of the type covered by the Agreement.

Article 11 – Cancellation of the Agreement or Assignment

11.1. The Customer shall be entitled to cancel an agreed Agreement or Assignment, in whole or in part, up to ten (10) days before the agreed collection or delivery date, subject to payment of a cancellation fee as follows:

a. 60% of the net order amount if the cancellation occurs up to the 30th day before the scheduled date of performance;
b. 70% of the net order amount if the cancellation occurs between the 29th and the 15th day before the scheduled date of performance;
c. 80% of the net order amount if the cancellation occurs between the 14th and the 10th day before the scheduled date of performance.

11.2. After expiry of the aforementioned period, cancellation is no longer possible and the Customer shall owe the full agreed price (up to the end date).

11.3. Cancellation by the Customer must be made in Writing and be dated. No rights may be derived from a verbal cancellation. The cancellation shall only be deemed valid once it has been signed by the Customer and received by Collé. The burden of proof regarding the cancellation, the timing thereof, and its receipt by Collé lies with the Customer.

11.4. The Customer shall, without further notice of default, owe statutory interest to Collé on the cancellation fees referred to in paragraph 1.

Artikel 12 - Tussentijdse beëindiging Duurovereenkomst

12.1. A Continuing Agreement entered into for a fixed term cannot be terminated prematurely.

12.2. A Continuing Agreement for a fixed term shall be automatically renewed upon expiry of the term stated in the contract, for an identical period or, at a minimum, for twelve (12) months, unless terminated by registered letter at the end of the (renewed) contractual period, subject to a notice period of six (6) months.

12.3. A Continuing Agreement that was not concluded for a fixed term shall be deemed to have been entered into for an indefinite period and may only be terminated by means of a written notice sent by registered letter, subject to a notice period of six (6) months.

12.4. If the Customer terminates the Agreement early due to alleged non-performance, Collé shall be entitled to compensation for loss of occupancy up to the original expiry date of the Continuing Agreement. The average monthly invoice amount up to that point shall serve as the basis for such compensation. In addition, the Customer shall indemnify Collé against any claims from third parties resulting from the cancellation or early termination of the Continuing Agreement.

12.5. Without prejudice to any other provisions of these General Terms and Conditions, Collé reserves the right to demand full performance of the Continuing Agreement and/or full compensation for damages.

Article 13 – Force Majeure

13.1. In the event of force majeure affecting Collé, Collé shall be entitled, at its sole discretion, to suspend performance of the Agreement—for example, if in Collé's view the force majeure is temporary or likely to be resolved—or to dissolve the Agreement in whole or in part. In such cases, Collé shall not be liable for any compensation to the Customer.

13.2. Force majeure shall include—but is not limited to—the following: non-performance by third parties engaged by Collé for execution of the Agreement; failure by such third parties to properly fulfil their obligations; failure by the Customer to fulfil its obligations to Collé; strikes or illness affecting Collé's employees or those of subcontractors; governmental measures and/or restrictions (domestic or foreign); unforeseeable accidents or malfunctions in products used by Collé or its contractors; unexpected technical failures; riots; terrorist attacks; general transport disruptions; financial crises; banking network failures; war; boycotts; blockades; natural disasters; pandemics or epidemics; material shortages; performance failures by subcontractors; theft of materials essential to fulfil the Agreement; and all other circumstances preventing Collé from timely, properly, or fully performing its obligations.

13.3. If force majeure prevents Collé from fulfilling obligations to one or more Customers but not all, Collé shall have the right to determine, at its discretion, which obligations to fulfil, to which Customers, and in what order.

13.4. In the event of force majeure, Collé retains the right to payment for any goods or services already delivered. From the moment the force majeure arises, Collé may invoice any amounts already due. If Collé dissolves the Agreement due to force majeure, it shall refund any amounts already paid by the Customer for which no (partial) performance was provided. In such cases, both parties shall reverse any performances already rendered. However, the Customer shall remain liable for all reasonable costs incurred or to be incurred by Collé, as well as for losses and lost profits, which shall be deducted from any refund owed.

13.5. Collé shall not be liable for any form of compensation to the Customer in the event of force majeure.

13.6. The Customer may only invoke dissolution of the Agreement due to force majeure after receiving Written notice of the force majeure situation from Collé, and only if the situation lasts longer than forty-five (45) days.

13.7. The Customer shall not be entitled to invoke force majeure in cases involving changes in laws or regulations, government directives, or judicial decisions that hinder the Customer's performance or cause it to incur damages.

Article 14 – Payment

14.1. Unless otherwise agreed in Writing between the Customer and Collé, all invoices issued by Collé must be paid within fourteen (14) days of the invoice date.

14.2. Collé is free to choose how invoices are delivered to the Customer, including by post or by email.

14.3. If the Customer disputes the amount of the invoice, they must notify Collé in Writing within ten (10) days of the invoice date. If no such notification is made, the invoice shall be deemed approved by the Customer and Collé shall be deemed to have correctly performed its obligations under the Agreement insofar as the invoice relates..

14.4. Any objections to the invoice amount shall not suspend the Customer's payment obligation.

14.5. The Customer shall have no right to set-off or to suspend payment.

14.6. Collé shall be entitled at all times to offset any amount it owes to the Customer against any claim it has—whether due or not—against the Customer or any affiliated companies.

14.7. Collé shall be entitled to suspend the delivery of any Items it holds on behalf of the Customer in connection with the Assignment or Agreement until all amounts due in respect of the Assignment have been paid.

14.8. At any time, and regardless of any agreed payment terms, the Customer shall be obliged, upon Collé's first request, to provide adequate security—such as rights in rem or the transfer of ownership of goods belonging to the Customer—for the payment of any amounts owed under the Agreement. The security provided must be sufficient to cover the debt, including interest and costs, and must be enforceable by Collé without undue effort. Should the security become insufficient at a later stage, the Customer shall, upon first request by Collé, be required to supplement it.

14.9. In the event of non-compliance with the Agreement, bankruptcy, suspension of payments, receivership, cessation or liquidation of the Customer's business, and/or seizure of the Customer's assets or receivables, the Customer shall automatically be deemed in default by operation of law.

14.10. In the cases referred to in the previous paragraph, Collé shall be entitled, without notice of default or judicial intervention, to terminate the Agreement or the unexecuted part thereof, or to suspend performance, without prejudice to its right to claim damages from the Customer. All amounts owed by the Customer under the Agreement shall become immediately due and payable.

Article 15 – Debt Collection

15.1. If the Customer fails to pay in full within the payment term specified in the Agreement or these General Terms and Conditions, the Customer shall be in default by operation of law. In such case, Collé shall be entitled—without the need for further notice or formal demand—to charge statutory commercial interest pursuant to Article 6:119a of the Dutch Civil Code, plus an additional 2% per month (with any part of a month being considered a full month), from the due date until full payment is received, without prejudice to Collé's other rights.

15.2. Any discounts granted or agreed upon shall automatically lapse in the event of default.

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15.3. If the Customer fails to make full and timely payment of an invoice, such failure—without 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:
a. the damage and/or Defects are not reported to Collé within the specified timeframes and/or in the prescribed manner; or
b. the Customer fails to cooperate adequately with Collé in investigating the validity of the complaints; or
c. the Customer has used the Items Inexpertly 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
d. the Customer has carried out or commissioned repairs or modifications to the Items, unless aimed at damage mitigation; or
e. the Item has been used after the Defect was discovered or continued to be used thereafter; or
f. Collé has not been given the opportunity to conduct (independent or adversarial) expert assessment.
18.9. Collé's performance shall in any case be deemed proper between the Parties if the Customer fails to complain within the specified period, or if the delivered goods or part thereof have been put into use, processed, altered, delivered to third parties, or caused to be used, processed or delivered to third parties, unless a timely complaint was submitted.

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 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 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.
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 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:
a. Airport sites / airfields / aviation terminals
b. Asbestos removal
c. Handling, use, or cleaning of heavy metals
d. Contaminated soil
e. Nuclear purposes
f. 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:
a. Damage resulting from use of the motor vehicle that does not correspond to its intended purpose as a means of transport.
b. 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.
c. 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.
d. Damage to above-ground and underground cables or pipelines, as well as any resulting consequential damage.
e. Damage resulting from errors in supervision or direction.
f. Damage resulting from participation in races, rallies, speed contests, skill-driving events, carnival parades, flower parades, and/or other types of processions.
g. Material or bodily harm to passengers or riders is not covered under the Customer's insurance.
h. Damage to property owned by the Customer or under the Customer's care or control.
i. Damage resulting from operational risks.
j. Damage to the load or cargo.
k. Damage falling within the legally permitted exclusions.
l. 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:
a. Immediately report the incident to Collé; and
b. 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.

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

Article 26 – Communication via Email and Social Media

26.1. The Customer agrees that, in the context of executing the Agreement, communication may also take place via email and social media.
26.2. The Customer acknowledges that, due to the limited protection of data transmitted over the internet, the confidentiality of information sent by email cannot be guaranteed.

Article 27 – Acknowledgement of the General Terms and Conditions

27.1. These General Terms and Conditions are also available for inspection at the registered office of Collé.
27.2. These General Terms and Conditions are sent to the Customer together with the Offer and/or handed over to the Customer, or – if this is not reasonably possible – will be sent to the Customer free of charge upon first request.
27.3. The General Terms and Conditions are also accessible via Collé's website: www.colle.eu.

Article 28 – Applicable Law

28.1. The legal relationship between Collé and the Customer shall be governed exclusively by Dutch law.
28.2. Any international treaty concerning the sale of tangible movable property, the application of which can be excluded between the Parties, shall not apply and is hereby expressly excluded. In particular, the application of the Vienna Sales Convention 1980 (CISG 1980) is excluded.
28.3. In the event of a dispute, such dispute shall be submitted to the competent court of the Limburg District Court, Maastricht location, which shall have exclusive jurisdiction, unless mandatory rules on jurisdiction prevent this.
28.4. The Parties may agree to an alternative form of dispute resolution, such as arbitration or mediation.

II. SPECIAL TERMS

II.A. Chapter 1: Sale

The provisions set out in this chapter "Sale" apply, in addition to those in the General Terms and Conditions, when Collé sells Goods to the Customer. This includes, but is not limited to, the sale of machinery and parts thereof, as well as sales on instalment terms or hire purchase.

Article 29 – Payment and Delivery

29.1. In the case of the sale of machinery, payment must be made prior to delivery.
29.2. Unless expressly agreed otherwise in Writing, delivery shall take place Ex Works (EXW) Sittard, the Netherlands, in accordance with Incoterms 2020.
29.3. The Customer is obliged to collect 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.
29.4. 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.
29.5. 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.
29.6. 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.
29.7. Collé is not obliged to honour any request by the Customer for redelivery or subsequent delivery. If Collé agrees to such a request, the costs incurred shall be borne by the Customer.
29.8. Collé shall be entitled to perform an Agreement in instalments and to invoice the Customer for the portion of the Agreement that has been executed.
29.9. Unless otherwise agreed in Writing, the Customer shall be responsible for the risk associated with storage, loading, transport, unloading, and arranging appropriate transport insurance.
29.10. The delivery location must be readily accessible. The Customer must ensure that the delivery of the Goods does not cause any damage to the Goods themselves, the Customer's property, or any other property.

Article 30 – Returns, Exchange and Trade-in

30.1. The return of Goods to Collé is permitted only upon receipt of Collé's express prior Written consent. Transport and all associated costs shall be borne by the Customer. The Goods shall at all times remain at the Customer's risk and expense until delivered to Collé.
30.2. Unused parts shall only be exchanged or returned after prior consultation, within 7 days of delivery, and in their original packaging. Returns are made at the Customer's expense and risk.
30.3. Sensitive electronic components, including but not limited to circuit boards, may only be exchanged or returned in their unopened original packaging.
30.4. If returned parts are accepted and exchanged or credited by Collé, such exchange or crediting shall be subject to deduction of the costs incurred by Collé.
30.5. 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

31.1. The warranty is limited to the applicable manufacturer's warranty.
31.2. In all other cases, the Customer may only invoke a warranty insofar as this has been expressly agreed in Writing with Collé.
31.3. 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.
31.4. The Customer must in all cases offer Collé the opportunity to remedy any Defect and/or to carry out the work again.
31.5. The Customer may only invoke the warranty after having fulfilled all of its obligations towards Collé.
31.6. No warranty shall be granted if the Defects result from:
a. normal wear and tear;
b. use contrary to the intended purpose of the Item;
c. improper or negligent use;
d. overdue, non-existent or incorrectly performed maintenance;
e. weather conditions or other external influences after delivery;
f. damage occurring after delivery;
g. installation, assembly, modification or repair not carried out by Collé.
31.7. 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.
31.8. No warranty is provided for the inspection and/or repair of the Customer's Items.
31.9. Warranty rights obtained by the Customer are not transferable to third parties.
31.10. 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

32.1. 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.
32.2. 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.
32.3. 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.

II.B. Chapter 2: Rental

The provisions set out in this chapter "Rental" apply, in addition to the provisions of the General Section of these General Terms and Conditions, if Collé provides services or carries out Work in the field of Rental.

Article 33 – Rental Period

33.1. The rental period commences when the Lessee takes delivery of the Rented Item.
33.2. The rental period ends when the Rented Item is received by Collé.
33.3. The minimum rental period is one day or a multiple thereof. Certain equipment may be subject to a longer minimum rental period.
33.4. If no end date has been agreed in the Agreement, the rental agreement shall automatically terminate after a period of two calendar months.
33.5. For each calendar day beyond the agreed end date, the Lessee shall owe a fee equal to the daily rental rate. If the Rented Item is returned before the agreed end date, the Lessee shall nonetheless owe the full daily rental fee

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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 114 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 prescribed by or on behalf of them.

50.7. The Customer shall ensure that, upon arrival at the installation or assembly site, Collé's personnel can begin their work without delay during regular working hours, and, if deemed necessary by either the Customer or Collé, also outside regular working hours.

50.8. The Customer shall ensure that Collé's personnel can perform their work without disturbance and at the agreed time, and that all reasonably required facilities are made available to them free of charge. In any case, the Customer shall provide free access to energy, water, heating, a lockable dry storage space, and any facilities required under health and safety legislation.

50.9. The Customer shall be responsible for taking all necessary and required safety measures concerning Collé's personnel.

50.10. Collé may suspend execution of the Agreement with immediate effect if:

a. its personnel or auxiliaries are (likely to be) exposed to health-hazardous substances;
b. the working conditions at the site do not comply with applicable health and safety legislation.

50.11. The Customer shall be liable for all damages, including those resulting from loss, theft, fire or damage to Collé's property and/or that of third parties, such as tools and materials intended for the work, located at the place where the work is being performed or any other agreed location.

Article 51 – Portable Accommodations

51.1. Collé or a third party appointed by it shall be responsible for the installation and/or assembly and, if applicable, the dismantling of the accommodation(s), unless otherwise agreed in writing.

51.2. The costs of installation, assembly, and dismantling shall be borne by the Customer.

51.3. The Customer shall ensure that transport vehicles used for the delivery or collection of the accommodation(s) have free and unobstructed access to the intended location.

51.4. The Customer shall be responsible for selecting a usage location suitable for the safe and proper positioning of the accommodation(s) and must ensure that the ground is sufficiently stable and solid to support the accommodation(s), whether or not combined with other accessories.

51.5. The Customer shall ensure that the slope of the ground at the usage location does not exceed 20 cm from one side to the other.

51.6. The Customer shall be responsible for connecting the accommodation(s) to utilities, including but not limited to telephone and cable connections, as well as sewerage systems, and for disconnecting them afterwards, unless otherwise agreed in writing.

51.7. During periods of frost and snow, the Customer must take all necessary measures to prevent the freezing of heating systems and/or pipes.

51.8. During the rental period, or in the case of a sale, for as long as the accommodation(s) remain under Collé's retention of title, the Customer is prohibited from permanently affixing the accommodation(s) to immovable property, including the ground beneath. If the Customer breaches this condition during the rental period, this shall not result in ownership of the accommodation(s) transferring to the owner or possessor of the land, as the rental agreement solely concerns the temporary use of the accommodation(s).

Article 52 – Maintenance Work

52.1. Collé shall carry out inspection, maintenance, repair, overhaul, and/or damage repair work on regular working days between 08:00 and 17:00. These activities may be performed outside of these days or hours subject to Collé's agreement and for an additional fee to be borne by the Customer.

52.2. Work performed by Collé relating to the investigation and/or repair of Defects or malfunctions caused by normal wear and tear, improper use, or failure to comply with instructions, guidelines, or (replacement) advice provided by Collé, or resulting from (malfunctioning) goods belonging to the Customer or third parties, vandalism or other causes not attributable to Collé, shall be reimbursed by the Customer based on the rates applicable at Collé at the time.

52.3. Work carried out by Collé in connection with remedying (deferred) maintenance on Goods shall be reimbursed by the Customer in accordance with the rates in effect at Collé at the time.

Article 53 – Completion

53.1. The Agreement shall be deemed to have been properly fulfilled and the Works shall be considered completed if:

a. The Customer has approved the Works;
b. The object on which the Works were performed has been put into use by the Customer, whereby the part of the Works relating to the portion put into use shall also be deemed completed;
c. Collé has notified the Customer in writing that the Works have been completed and the Customer does not submit a written objection within five (5) working days of such notification;
d. The Customer withholds approval of the Works solely due to minor Defects or missing components that can be rectified or delivered within 30 days and which do not hinder the use of the object;
e. Collé has completed its Works for 30 days without any complaint from the Customer.

53.2. If the Customer does not approve the Works, they must communicate this in writing, stating the reasons. The Customer shall then allow Collé the opportunity to complete the Works again.

53.3. After the completion of an installation, the Customer assumes all risk for any direct and/or indirect damage caused to or by (the operation of) the installation, except for damage resulting from intent or wilful recklessness on the part of Collé.

II.D. Chapter 4: Academy

The provisions set out in this chapter entitled "Academy" shall apply, in addition to the provisions in the General Part of these General Terms and Conditions, in cases where Collé provides services relating to the Academy. These include, but are not limited to, skills training, refresher courses, safety courses, IPAF operator training, SOG-SSVV chemical industry training, Lifting, Earthmoving, VCA certification, First Aid/Company Emergency Response (BHV) courses, Lifting Supervisor, Code 95, and Inspector training – all in the broadest sense of the term.

Article 54 – Registration

54.1. Registration is deemed accepted upon receipt of the Order Confirmation, unless Collé notifies the Customer otherwise.

54.2. Collé reserves the right to refuse admission to a Training for reasons it deems appropriate, without stating those reasons.

54.3. Training locations are determined by Collé. Collé reserves the right to change the schedule of any Training in terms of location, date, and time. Collé shall not be liable for any financial loss incurred by the Customer or the Participant as a result of a change in training location.

54.4. A Training will proceed if, in Collé's opinion, there are sufficient participants enrolled. Registered Participants will be notified of this in Writing.

Article 55 – Copyright and Retention of Title

55.1. Collé shall be deemed the creator, designer, originator, or inventor of any works, models, marks or inventions produced under the agreement. Collé shall have the exclusive right to apply for a patent, trademark, or design.

55.2. Collé does not transfer any intellectual property rights to the Customer during the execution of the agreement.

55.3. Without Collé's prior Written consent, no part of the training materials may be reproduced, stored in an automated data file, or made public in any form or by any means, whether electronic, mechanical, by photocopying, recording, or otherwise.

55.4. It is not permitted to make the training materials available to or sell them to third parties.

55.5. All (custom-made) training materials remain the full (intellectual) property of Collé at all times.

55.6. The training materials provided by Collé shall remain Collé's property until the Customer has fulfilled all obligations under all Agreements concluded with Collé.

55.7. Proofs of participation, (partial) certificates and diplomas will only be issued once the Customer has fulfilled all obligations under all Agreements concluded with Collé.

55.8. Collé shall not be liable for any damage suffered by the Customer as a result of any infringement of third-party intellectual property rights.

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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 this 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.

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