

GENERAL DELIVERY TERMS AND CONDITIONS COLLÉ

General provisions

Article 1. Definitions

1. These General Terms and Conditions the following terms shall have the following meaning:
- a. Buyer: the (legal) person to whom Collé submits an offer or with whom Collé concludes an agreement.
 - b. General Terms and Conditions: the present General Terms and Conditions of Collé.
 - c. Collé: the company of the Collé Group that submits an offer to the Buyer or concludes an agreement with the Buyer (Collé Sittard Rental BV, Collé Sittard Verhuur BV, Collé Rental & Sales Projekt BV, Collé Rental & Sales BVBA or an affiliated company).
 - d. Services: assignments or activities carried out and/or advice given by or on behalf of Collé.
 - e. Rented Goods: each and every movable good rented to the Buyer by Collé.
 - f. Injurious goods and/or inaccurate use: this includes, but is not limited to, use for purposes other than for which the Rented Goods are meant, operation by uncorrected or (legally) unqualified / unauthorised people, untimely refill or use of incorrect oil, lubricants, fuel, anti-freeze mixture, incorrect and falling use of stamps, overload or overloading, transport of trailers and/or other equipment connectable to a motor vehicle by a driver who does not dispose of the correct driving licence category with regard to the vehicle combination, performance of repairs, switch off of (safety) facilities and/or other (sub-) systems, tipping due to a too large ramp angle, acts in breach of the instructions of Collé and/or the manufacturer and/or the instructions included in the rental agreement, incorrect or unsuitable transport, falling imposition of measures in order to prevent damages in case of announced extreme weather conditions, storm and hail, acts in breach of a statutory obligation or (local) by-laws.
 - g. Agreement: the agreement concluded by and between Collé and the Buyer.
 - h. Limitation of the right of recourse scheme, in short Scheme: the scheme concerning limitation of the right of Collé to compensation by the Buyer for damages caused by theft or loss of or damage to the Rented Goods up to the level of the applicable excess.

Article 2. Applicability

- 2.1 These General Terms and Conditions are applicable to all offers and agreements with Collé with regard to the rental and sale of goods and/or services to the Buyer. These General Terms and Conditions are applicable in full to possible changes of the agreement. The applicability of possible general (purchasing) terms and conditions of the Buyer is hereby expressly rejected.
- 2.2 The Buyer with whom an agreement has been concluded upon applicability of these General Terms and Conditions agrees with the applicability of the General Terms and Conditions to later agreements concluded by and between the same and Collé.
- 2.3 Deviations from and/or additions to the agreement and/or any provision from the General Terms and Conditions are only valid if and to the extent that they have been stipulated in writing.

Article 3. Offers

- 3.1 All offers of Collé are subject to contract. Assignments and acceptances of offers are irrevocable on behalf of the Buyer.
- 3.2 If the Buyer does not accept an offer then Collé shall be entitled to charge all costs incurred in order to submit the offer to the Buyer.
- 3.3 Collé shall only be bound after it has confirmed the order in writing or has started the implementation thereof.
- 3.4 Inaccuracies in the order confirmation of Collé must be communicated to Collé in writing within 3 days after the date of the order confirmation, failing which the order confirmation is deemed to represent the agreement correctly and completely and the Buyer shall be bound by the same.
- 3.5 Oral promises or arrangements by or with its staff shall only be binding on Collé if it has confirmed the same in writing.

Article 4. Conclusion of the agreement

- 4.1 An agreement between Collé and the Buyer is only concluded by an order of Collé, signature of a written agreement, or by a confirmation otherwise communicated by Collé.
- 4.2 The order confirmation, or the Agreement, is deemed to represent the content of the concluded Agreement completely and correctly unless correction is requested within 3 days after despatch and signature, respectively.

Article 5. Content of the agreement

- 5.1 In case of a discrepancy with the General Terms and Conditions the provisions set forth in the order confirmation and/or the (rental) Agreement shall prevail. Possible additional arrangements with staff of Collé or third parties shall only be binding on Collé to the extent that they have been confirmed by a competent representative of Collé.
- 5.2 Minor deviations from the Agreement by Collé are permissible to the extent that they do not essentially affect the performance to be delivered by Collé. Only if the Buyer demonstrates that the goods deviate from the Agreement to such extent that compliance can within reason no longer be requested of the Buyer shall the Buyer be entitled to dissolve the Agreement. Collé shall, however by no means be liable to pay compensation.

Article 6. Prices

- 6.1 If the prices of Collé change after the offer and/or the conclusion of an agreement but before the delivery of the product or the supply of the service then Collé shall be authorised to change the prices accordingly. If Collé intends to rely on this right then the Buyer shall be authorised to dissolve the agreement, unless the change is in favour of the same.
- 6.2 If Collé accepts supplemental services without a price expressly having been established in the order confirmation / agreement then it shall be authorised to charge the Buyer a reasonable price for the same.
- 6.3 Prices are excluding VAT, costs of maintenance, fuel, oil, transport, environmental levy, cleaning, packaging and, where applicable a surcharge for schemes to limit the right of recourse.
- 6.4 Prices and other information in printed matter, catalogues or on the internet do not form an offer. The Buyer cannot derive any rights from this.

Article 7. Complaints

- 7.1 Collé guarantees the quality of the products delivered and/or the services supplied by the same in accordance with that which the Buyer could within reason expect on the basis of the agreement. Unless results have expressly been stipulated in writing, Collé shall supply the services to the best of its ability and knowledge and in accordance with the requirements of good business practices, which exclusively implies an obligation to make the best possible effort.
- 7.2 Possible complaints of the Buyer must, subject to forfeiture of any and all claims (including those concerning remedy, dissolution and/or compensation (for damages)) be communicated to Collé in writing and supported by reasons at the latest 2 days after the circumstance to which the complaint is related had become known to the Buyer.
- 7.3 Minor deviations and/or deviations common in the industry and differences in quality, quantity, dimensions, weight or finishing cannot be reason for complaints.
- 7.4 The Buyer must accurately inspect the delivered products and the supplied services immediately after receipt.
- 7.5 The Buyer is held to keep the products in respect of which a complaint has (timely in conformity with the provisions set forth in this article) been submitted available to Collé for determination of the defect, subject to forfeiture of any and all rights to remedy, dissolution and/or compensation (for damages).
- 7.6 After detection of a defect in a product the Buyer is held to do all that which prevents or limits damages, expressly including immediate discontinuation of the use.
- 7.7 Each and every right of claim vis-à-vis Collé expires if:
 - a. The damages and/or the defects were not communicated to Collé within the imposed time limits and/or not in the indicated manner.
 - b. The Buyer does not lend Collé cooperation, or insufficiently, to an examination of the validity of the complaints.
 - c. The Buyer did not present, treat, use, store or maintain the goods in the correct manner or if it used or treated the goods under, for the goods, unsuitable conditions.
 - d. The Buyer carried out or had carried out repairs and/or changes to the goods.
 - e. After detection of the defects the good is commissioned or if after detection the use of the good is continued.
 - f. Collé is not offered the possibility of a (counter / contradictory) expertise.
- 7.8 Collé must be compensated by the Buyer for all costs incurred by Collé in connection with an unjustified complaint.

Article 8. Liability

- 8.1 Collé shall not be liable for any damages occurring as a result of the use of products and Rented Goods or connected with the services supplied by Collé. Collé shall therefore not be liable for direct and/or indirect damages, including personal injury and property damages, immaterial damages, consequential damages (trading losses and/or business interruption losses) and any other damages, as a result of any cause whatsoever, barring in case of gross negligence or

- 8.2 intent on the part of Collé.
- 8.3 Collé shall neither be liable in the aforementioned sense for acts of its employees or other people that are within its control.
- 8.4 Collé shall not be liable for infringement of patents, licences and/or other rights of third parties through use of data supplied by or on behalf of the Buyer.
- 8.5 Collé shall not be liable for advice or recommendations given to the Buyer.
- 8.6 Collé shall not be liable for claims deriving from the Dutch Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act. The Buyer is, subject to forfeiture of each and every claim, held to limit damages to a maximum and to immediately after detection thereof report the same to Collé.
- 8.7 If Collé, on the basis of the facts and/or circumstances then known to the same, proceeds with the exercise of a right of suspension and/or dissolution whilst it is afterwards irrevocably determined that exercising this right wrongly took place then Collé shall not be liable for and not be held to pay any compensation for damages, barring in case of intent or gross negligence on the part of the same.
- 8.8 The Buyer indemnifies Collé against any and all claims of third parties on the basis of damages occurring with, by or in connection with delivered products, supplied services or Rented Goods.
- 8.9 In all instances where Collé is held to pay compensation for damages this shall never exceed the value of the invoice of the supplied services as a result of which or in connection with which damages have been caused, with a maximum of EUR 50,000.00. If the damages are covered by a (professional) liability insurance of Collé then the compensation for damages shall, furthermore, never exceed the amount that is, as the occasion arises, actually paid out by the insurer.
- 8.10 Each and every claim vis-à-vis Collé, barring those acknowledged by Collé, shall expire by the mere lapse of 12 months after the occurrence of the claim.

Article 9. Objects subject to the Dutch Motor Insurance Liability Act

- Collé declares that liability insurance has been concluded for the benefit of objects that are subject to the Dutch Motor Insurance Liability Act, which complies with the requirements imposed by or pursuant to the Dutch Motor Insurance Liability Act. However, at the expense of the Buyer are, against which the Buyer must also indemnify Collé:
- a. Damages inflicted to third parties that are indeed reimbursed by the insurer in pursuance of the aforementioned Act, however in respect of which the policy terms and conditions do not offer cover. This occurs, for instance, when the driver was under the influence of alcohol or drugs at the time of the occurrence of the damages.
 - b. An excess of EUR 1,500.00 per event.
 - c. Damages to above-ground and underground pipes or cables and the thus occurring consequential damages.
 - d. Damages as a result of participation in races / rallies, speed matches and dexterity drives.
 - e. The Buyer is not insured against material damages and/or bodily harm of passengers.
 - f. Damages to properties of the Buyer.
 - g. Damages occurring as a result of a so called risk of work-related damages.
 - h. Damages to the cargo or load.
 - i. Damages that fall under the statutorily allowed exclusions.
 - j. Damages higher than the insured amounts included in the policy.

Article 10. Cancellation

- Up to 10 days before the stipulated purchase date the Buyer shall be authorised to cancel the (rental) agreement against payment of a cancellation fee of:
- 60% of the net order amount when the cancellation takes place up to the 30th day before the time that the performance would be delivered.
 - 70% of the net order amount when the cancellation takes place between the 29th and the 15th day before the aforementioned time.
 - 80% of the net order amount when the cancellation takes place between the 14th and the 10th day before the aforementioned time.
- After the expiry of the time limit specified in the previous sentence cancellation shall no longer be possible and the Buyer shall therefore be liable to pay the full price (up to the end date).

Article 11. Payment

- 11.1 The payment for the Rented Goods takes place immediately after restitution of the Rented Goods, otherwise within 14 days after the date of the invoice. Upon delivery of the products and/or supply of the services cash in case of a desk sale, otherwise within 14 days after the date of the invoice.
- 11.2 If timely payment is not received then the Buyer shall, without notice of default being required, be liable to pay an interest rate of 2.0% per month, calculated as from the due date up to and including the day of payment. A part of a month is considered as a full month.
- 11.3 All costs associated with the collection shall be at the expense of the Buyer. The (extra) collection costs amount to (at least) 15% of the collectable amount with a minimum of EUR 150.00.
- 11.4 The Buyer waives any right to setoff of reciprocally due amounts as well as its right of suspension. Collé shall always be authorised to set off that which it is liable to pay to the Buyer against that which the Buyer and/or companies affiliated with the Buyer are liable to pay to Collé, whether or not due and payable.
- 11.5 Collé shall at all times be authorised to desire of the Buyer that it provides a bank guarantee for the amount payable to Collé.
- 11.6 The full amount of the invoice immediately falls due if the Buyer is declared insolvent, applies for (provisional) suspension of payment, the statutory debt management scheme (Dutch Debt Management (Natural Persons) Act) is declared applicable and/or an attachment is imposed on the goods and/or the receivables of the Buyer. If one of the aforementioned situations occurs then the Buyer is held to forthwith inform Collé accordingly.
- 11.7 Payments effected by the Buyer shall first be applied to the payable costs, then to the outstanding interest and then to the payable invoices that have been outstanding for the longest period of time, even if the Buyer specifies that the payment is related to a later invoice.
- 11.8 Collé shall be authorised to set off claims measurable in money of the Buyer vis-à-vis Collé against claims of Collé and/or affiliated companies vis-à-vis the Buyer.

Article 12. Force majeure

- 12.1 If Collé prevented from complying with the agreement as a result of force majeure then it shall be authorised to suspend the implementation of the agreement and to dissolve the non-implemented part thereof by way of a written notice. If the situation of force majeure lasts for more than 6 weeks then the Buyer shall also be authorised to dissolve the agreement with regard to the still implementable part by way of a written notice; all without the Buyer being entitled to any compensation (for damages). As soon as the force majeure occurs Collé shall be authorised to invoice the Buyer all that which the Buyer is already held to pay.
- 12.2 Force majeure is also understood to comprise war, threat of war, industrial action, fire, accident or sickness of staff, operational breakdowns, stagnation in the transport, disrupting statutory provisions, import / export restrictions, problems in production or transport not foreseen by Collé and any other circumstance that does not exclusively fall under the control of Collé, e.g. goods or services not or untimely delivered or supplied by third parties relied on by Collé.

Article 13. Intellectual property

- 13.1 The copyrights as well as all other intellectual property rights in connection with all that which Collé shall develop under the authority of the Buyer or shall render available to the Buyer are exclusively vested in Collé and are, where necessary, hereby transferred to Collé. The Buyer commits to on demand lend its full cooperation to any thereto required constitutive or delivery act. In case of a breach of this provision the Buyer forfeits a penalty of EUR 1,000.00 per day. This penalty can be claimed in addition to the statutory compensation for damages.
- 13.2 In connection with all that which it delivers to the Buyer for the implementation of the agreement Collé grants the Buyer a non-exclusive, non-transferable, terminable licence exclusively for personal use. In case of any shortcoming on the part of the Buyer Collé shall be authorised to terminate the licence with immediate effect. In addition the Buyer forfeits a penalty of EUR 25,000.00 per breach. This compensation for damages can be claimed in addition to the statutory compensation for damages.

Article 14. Closing provisions

- 14.1 The invalidity or voidability of any provision of these General Terms and Conditions shall not affect the validity of the other provisions. The parties are held to replace an invalid provision by a valid provision to the best approach the scope thereof.
- 14.2 If the party who signs the order confirmation / agreement acts on behalf of one or more others then this party is, regardless of the liability of these other parties, responsible and liable vis-à-vis Collé as if this party were the Buyer.
- 14.3 If the Buyer does not or untimely comply with any obligation on account of this agreement concluded with Collé then the Buyer is deemed to be in default by operation of law and Collé shall be entitled to dissolve the agreement without any further notice of default being required.
- 14.4 Collé shall be authorised to transfer its rights and obligations on account of the agreement to a third party. The Buyer hereby already declares to, as the occasion arises, agree with this kind of transfer.

- 14.5 Dutch law is applicable to all agreements that are concluded by Collé, with the understanding that each and every international convention about the sale and purchase of movable tangible goods of which the applicability can be excluded by the parties shall not apply and is hereby expressly excluded. More in particular the applicability of the Vienna Sales Convention 1980 (CISG 1980) is excluded.
- 14.6 With regard to non-consumers it is noted that all disputes deriving from or related to any offer or agreement with Collé shall in the first instance exclusively be brought to the cognisance of the competent court in the district of Maastricht. In derogation from this Collé shall be authorised to bring a dispute to the cognisance of the court in the place of establishment of the other party.
- 14.7 In derogation from article 14.5, at the discretion of Collé the court in Antwerp shall be competent and Belgian law shall apply if the Buyer is established in Belgium and the agreement has been concluded with Collé in the capacity of Collé Rental & Sales BVBA.
- 14.8 If the Buyer intends to dissolve the agreement without there being question of a shortcoming on the part of Collé and Collé agrees with the same then the agreement shall be terminated by mutual consent. Collé shall in that case be entitled to compensation for all financial losses, e.g. incurred losses, lost profit and incurred costs.
- 14.9 The parties can agree on a different form of dispute settlement, e.g. arbitration or mediation.
- 14.10 If a translation is drawn up of these General Terms and Conditions and should discrepancies occur between the Dutch text and the text in the foreign language then the Dutch text shall be decisive. Delivery of products (sale) and/or supply of services

Article 15. Applicable provisions

- In addition to articles 1 up to and including 14 of the General Terms and Conditions the following provisions are applicable to the delivery of products and the supply of services by Collé.

Article 16. Prices

- In case of delivery of products prices are based on delivery ex works (EXW), in conformity with the Incoterms 2010.

Article 17. Delivery time and delivery

- 17.1 Delivery time is understood as the specific time limit indicated in the agreement within which the performance must have been delivered. The parties can determine a probable or a fixed stipulated delivery time.
- 17.2 Upon the establishment of the delivery time Collé shall assume that the assignment can be carried out under the conditions that are then known. Should there be question of circumstances other than those known to Collé at the time of the establishment of the delivery time then Collé can extend the delivery time by the time required to carry out the assignment under these conditions.
- 17.3 If there is question of contract extras then the delivery time is extended by the time required to have the relevant materials and components delivered in order to carry out the contract extras. If the contract extras cannot be included in the planning of Collé then the activities shall be carried out as soon as the planning permits this.
- 17.4 If there is question of unworkable weather then the delivery time and/or completion period shall be extended by the thus occurring delay.
- 17.5 If there is question of suspension of the obligation by the contractor then the delivery time and/or completion period shall be extended by the duration of the suspension. If continuation of the activities cannot be included in the planning of the contractor then the activities shall be carried out as soon as the planning permits this. Expected delivery times are determined approximately and cannot be qualified as a fatal deadline. Overstepping of expected delivery times or periods shall only entitle the Buyer to dissolve the agreement if and to the extent that Collé did not yet implement the agreement within a reasonable time limit imposed by the Buyer. This reasonable time limit shall at least equal the original delivery time and with a maximum of one month, if the original delivery time is longer.
- 17.6 Overstepping of the delivery time shall not entitle to compensation for damages.
- 17.7 The delivery time takes off after Collé has received the signed order confirmation / agreement as well as the possibly desired down payment or prepayment from the Buyer.
- 17.8 The Buyer is held to pick up the products at the stipulated time or, in case of delivery by Collé, take receipt of the same immediately after arrival at the place of destination.
- 17.9 The place where the products are delivered and/or the services are supplied must be properly accessible. The Buyer must see to it that as a result of the delivery of the products damages cannot be caused to the products, its immovable property or other goods.

Article 18. Implementation

- 18.1 The Buyer must provide for the timely acquisition of all permits, exemptions and other permissions that bear relevance to the implementation of the assignment.
- 18.2 Upon the establishment of the delivery time Collé does, unless expressly indicated otherwise, not include costs for the prevention or limitation of damages to goods; the costs for drawing, design, repair or other structural work, the costs for disposal of materials, building materials and waste; travel and subsistence expenses.
- 18.3 Changes in the assignment shall result in contract extras if: there is question of a change in the design or the specification; the information supplied by the Buyer does not correspond with the reality; the estimated quantities or dimensions differ by more than 5%.
- 18.4 Contract extras are calculated on the basis of the value of the price determining factors that are applicable at the time that the contract extras are carried out. Contract reductions are settled on the basis of the value of the cost determining factors that were applicable at the time of the conclusion of the agreement. If the balance of the contract reductions exceeds that of the contract extras then Collé can charge 10% of the difference of the balances to the Buyer with the final settlement. This provision is not applicable to contract reductions that are the result of a request of Collé.
- 18.5 The Buyer is responsible for the drawings and calculations made by or on behalf of the same and for the functional suitability of materials prescribed by or on behalf of the same.
- 18.6 Collé shall be authorised to hire third parties. In this respect the applicability of articles 404, 407 paragraph 2 and 409 of Book 7 of the Dutch Civil Code is expressly excluded.
- 18.7 The Buyer shall see to it that the employees of Collé can carry out the activities in an undisturbed manner and at the stipulated time and that the within reason desired facilities are made available to the employees of Collé free of charge. The Buyer shall in any case provide for the gratuitous availability of energy, water, heating, lockable dry storage area and facilities prescribed in pursuance of the Dutch Working Conditions Act and regulations.
- 18.8 Collé can suspend the implementation of the agreement with immediate effect if:
 - a. Staff or other auxiliary people are (threaten to be) exposed to substances that are detrimental to their health.
 - b. The situation at the workplace does not comply with the applicable working conditions legislation.
- 18.9 The Buyer is liable for all damages, among other things as a result of loss, theft or burning of or damage to goods of Collé and/or third parties, e.g. tools and materials meant for the work, which are present at the location where the activities are carried out or at another stipulated location.

Article 19. Delivery

- 19.1 The assignment is deemed to have been carried out / completed if:
 - a. The Buyer has approved the activities;
 - b. the good, on which the activities were carried out, has been commissioned by the Buyer where it is noted that if the Buyer commissions a part of the good that this part of the activities shall be deemed to have been carried out / completed;
 - c. Collé communicated to the Buyer in writing that the activities have been completed and the Buyer does not object to this communication in writing within 5 working days.
 - d. The Buyer does not approve the activities on the basis of small defects or missing parts that can be remedied or delivered within 30 days and that do not oppose commissioning.
- 19.2 If the Buyer does not approve the work then it is held to communicate this in writing supported by reasons. The Buyer shall then give Collé the opportunity to again deliver the work.

Article 20. Storage

- 20.1 If the Buyer does not take receipt of products, does not pick up or does not have the same picked up or delivery at the address indicated by the Buyer is not possible then the products shall be stored at the expense and risk of the Buyer for a maximum of 30 days or longer if deemed desirable by Collé. Collé shall in that case, as also in case of any other (attributable) shortcoming of the Buyer, at all times be entitled either to claim compliance with the agreement or to dissolve (have dissolved) the agreement in whole or in part after a written notice of default, all without prejudice to its right to compensation for the incurred damages and the lost profit, including the costs of the storage.
- 20.2 When goods have not been taken receipt of after the expiry of the delivery time then they shall remain at the disposal of Collé. Goods that have not been taken receipt of shall be stored at the expense and risk of the Buyer.

Article 12. Reservation of title

- 21.1 Collé reserves the title of the delivered and still to be delivered products until its claims with regard to the delivered and still to be delivered products and services have been paid by the Buyer in full, including the claims on account of a failure to comply with one or more agreements.
- 21.2 If the Buyer fails to comply with its obligations then Collé shall be entitled to take back (have taken back) the products belonging to the same from the location where they are situated at the expense of the Buyer and to terminate the user licenses of the Buyer with immediate effect.
- 21.3 The Buyer shall not be authorised to pledge or transfer the title of the unpaid products. The Buyer is held to keep the products delivered under the reservation of title with due care and in a well identifiable manner.
- 21.4 If Collé cannot rely on its reservation of title as the delivered goods have been mixed, have been deformed or have become a constituent element then the Buyer is held to pledge the newly formed goods to Collé.

Rental

Article 22. Applicable provisions

In addition to articles 1 up to and including 14 of the General Terms and Conditions the following provisions are applicable to the rental of goods by Collé.

Article 23. Representation

If the party who signs the order confirmation / agreement acts on behalf of one or more others then this party is, regardless of the liability of these other parties, responsible and liable vis-à-vis Collé as if this party were the Buyer.

Article 24. Rental period

- 24.1 The rental period takes effect when the Buyer takes receipt of the Rented Goods.
- 24.2 The rental period comes to an end when Collé takes receipt of the Rented Goods.
- 24.3 The minimum rental period amounts to one day or a multitude thereof. A minimum rental period is applicable to specific equipment.
- 24.4 If the Agreement does not include an end date then the rental agreement shall by operation of law come to an end after two months have lapsed.
- 24.5 For each calendar day that the end date is exceeded shall the Buyer be liable to pay compensation equal to the rent per day. If the Rented Goods are returned prior to the end date then the Buyer shall nonetheless be held to pay the full rent up to and including the end date.
- 24.6 In case of a rental stop rent shall not be calculated. The agreement and the terms and conditions remain in full force and effect.
- 24.7 The Buyer must inform Collé in writing at least one working day prior to the date when the Buyer intends to terminate the rental. If there is question of multiple Rented Goods in pursuance of the same agreement it is also possible to terminate per product. The associated supply and disposal costs per (additional) trip shall be at the expense of the Buyer. The termination must contain the following information: details of the Buyer, agreement number, description of the goods to be picked up including product number, desired end date, pickup location, name and telephone number of the contact person of the Buyer and the registration point for the driver from Collé.

Article 25. Delivery and risk

- 25.1 A delivery period specified by Collé is approximate and cannot be qualified as a fast deadline.
- 25.2 Overstepping of the delivery period shall not entitle to compensation for damages.
- 25.3 The Rented Goods are deemed to have been delivered and the risk transferred to the Buyer at the moment of actual transfer of possession to the Buyer or leaving behind the Rented Goods at the stipulated place of delivery.
- 25.4 Delivery in instalments is allowed.
- 25.5 The Buyer must see to it that a competent person is present during the stipulated delivery day to take receipt of the Rented Goods. If nobody is present during the delivery then Collé shall be entitled but not held to take back the Rented Goods. The Buyer shall in that case be held to pay the transport costs.
- 25.6 Collé shall be entitled to desire that the person who picks up or takes receipt of the Rented Goods presents proper identification and to deny availability of the Rented Goods if Collé cannot establish on the spot that it regards a competent representative of the Buyer.

Article 26. Inspection and defects

- 26.1 The Buyer shall inspect the Rented Goods on defects when taking receipt of the same and sign the offered consignment note for proper receipt. If the Buyer does not specify any defects then the Rented Goods are deemed to have been delivered and accepted in the state that the Buyer can expect of a well maintained good of the type to which the rental agreement is related.
- 26.2 If Collé and the Buyer have stipulated that the Rented Goods are delivered at a further stipulated location and the situation as intended in article 27.5 occurs then the circumstance that the Buyer has not been able to inspect the Rented Goods shall fully be at the expense and risk of the Buyer and the Rented Goods are deemed to have been delivered and accepted in the state that the Buyer can expect of a well maintained good of the type to which the rental agreement is related.

Article 27. Return and risk

- 27.1 At the end of the rental agreement the Buyer shall return the Rented Goods in the state that Collé can expect of a well maintained good of the type to which the rental agreement is related, without defects, unless stipulated otherwise in writing.
- 27.2 After the stipulated end date the Buyer shall remain responsible for the Rented Goods and liable for damages or loss until the Rented Goods are again available at Collé.
- 27.3 If at the pickup of the Rented Goods Collé does not find any person then Collé shall be authorised to take the Rented Goods with it.
- 27.4 If the Rented Goods are not ready for transport upon pickup then the Buyer forfeits an immediately claimed amount of EUR 250, without prejudice to the right of Collé to claim supplementary compensation for damages.
- 27.5 After return the Rented Goods are inspected by Collé, if so desired on appointment in the presence of the Buyer.
- 27.6 If defects of the Rented Goods are observed during the aforementioned inspection then the Buyer is forthwith informed accordingly. This damages claim shall provide a time limit for a possible counter expertise by or on behalf of the Buyer. If the Buyer does not wish to make use of the possibility of a counter expertise, the establishment of the damages by Collé shall be binding.

Article 28. Transport

- 28.1 The Buyer bears the costs of transport of the Rented Goods from and to Collé, including loading and unloading.
- 28.2 A carrier that picks up or delivers the Rented Goods under the authority of Collé shall not be authorised to inspect the Rented Goods on behalf of Collé.
- 28.3 If the delivery location (having regard to the size of the Rented Goods or the means of transport, or for any other reason) is not well accessible then the thus occurring additional costs shall be at the expense of the Buyer.

Article 29. Prices

- 29.1 Collé shall at all times be entitled to increase the stipulated prices if price determining factors give cause to this.
- 29.2 The daily prices are based on the use of 8 running hours, the weekend prices on 12 running hours and the week prices on 40 running hours. In case of additional running hours Collé shall be authorised to charge a surcharge to be established by Collé.

Article 30. Obligations of the Buyer

- 30.1 The Buyer shall treat the Rented Goods in accordance with the user instructions of Collé. The Buyer guarantees that all people who operate the Rented Goods are qualified to do so, comply with the applicable age criteria and dispose of the required (statutory) diplomas, certificates, driving licences, etc.
- 30.2 The Buyer is responsible for the use of the correct fuel and lubrication for the Rented Goods. The oil level must also be kept at the correct level with the thereto prescribed oil; the latter all at the expense of the Buyer.
- 30.3 The Buyer shall not use the Rented Goods outside of the location as mentioned in the order confirmation, barring prior written consent of Collé.
- 30.4 The Buyer commits to pay all duties, taxes (including municipal taxes on encroachments in, on or above public land) and fines that derive from the use of the Rented Goods by the same or by third parties. Collé shall be entitled to charge administration costs for a total of EUR 10.00 per instance.
- 30.5 The Buyer shall administer the Rented Goods as befits a good borrower.
- 30.6 The Buyer is held to take as many preventive measures as possible in order to prevent damages and/or theft / loss, e.g. using locks (correctly), locking, storing and placing the Rented Goods out of sight and chaining the same.
- 30.7 The Buyer shall return the Rented Goods to Collé in a clean, good and directly useable state, barring normal wear and tear. Collé can, where necessary, charge the cleaning costs to the Buyer.
- 30.8 The Buyer commits to demand of Collé render the Rented Goods available for inspection. To this end the Buyer commits to always grant Collé access to the Rented Goods.
- 30.9 The Buyer shall not be authorised to transfer its rights and obligations on account of the Agreement to a third party or to make the Rented Goods available to a third party.

Article 31. Secondment

If Collé supplies or makes an employee available to the Buyer for one or more days or parts thereof to operate the Rented Goods or to carry out other duties or if employees otherwise carry out any duty for the benefit of the Buyer then the Buyer shall be responsible for compliance with all obligations deriving from article 658 of Book 7 of the Dutch Civil Code and from other statutory provisions concerning the protection of the safety and health of the

employee. The Buyer indemnifies Collé against any and all claims of the concerned employee that derive from or are related to any failure of the Buyer to comply with this obligation. The Buyer shall on demand of Collé compensate Collé for all thus occurring damages.

Article 32. Liability for damages to or loss of the Rented Goods

- 32.1 The Buyer shall be liable for all damages that Collé or third parties contracting with the same incur in connection with damage to or theft or loss of the Rented Goods, regardless of the fact as to whether the Buyer can be blamed for the damage, theft or loss.
- 32.2 The Buyer shall immediately after detection, however no later than 24 hours after the occurrence thereof, report damage to or loss of the Rented Goods to Collé.
- 32.3 In case of theft / loss of the Rented Goods the Buyer is held to file an official report with the police authorities and to present (a copy of) the official report to Collé.
- 32.4 Establishment of the damages is carried out by the Technical Service of Collé or by an expertise agency to be designated by Collé.
- 32.5 Invoicing and payment of the damages or the excess shall expressly not comprise a transfer of title and shall take place in full and final settlement.
- 32.6 In order to protect the Buyer against unforeseen costs the Buyer shall, unless expressly stipulated otherwise, compulsorily participate in the limitation of the right of recourse scheme.

Article 33. Level of the obligation to pay compensation for damages

- 33.1 If repair is possible then the Buyer commits to pay the associated repair costs.
- 33.2 In case of theft and/or loss or (economic) total loss of the Rented Goods the Buyer commits to compensate Collé for the damages against the current market value minus the value of the residuals, where applicable. The current market value is understood as the current price when new in a series size of one piece minus linear depreciations over 120 months in consideration of a residual value of 10% of the aforementioned price when new.
- 33.3 In case of a total loss of unidentifiable goods it is noted that 75% of the current purchase value shall be qualified as the current market value. Unidentifiable goods are bulk goods of which the age cannot be established with certainty or of which the purchase invoice does not expressly refer to the relevant good.
- 33.4 With regard to lost goods, for which Collé has already passed on the current market value to the Buyer and that are later still found and returned, the Buyer shall be held to pay the rent up to the release date. This is deducted by Collé from the compensation for the current market value that is to be repaid to the Buyer.
- 33.5 In addition the Buyer remains liable for all damages consequently incurred by Collé, including but not limited to expertise costs, repatriation costs, cleanup costs, salvage costs, lost turnover and/or lost profit, claim processing costs, extrajudicial costs as well as legal interest.

Article 34. Rental from fellow rental companies

In case of a rental at fellow rental companies for the benefit of the Buyer then the Buyer shall, in addition to the General Delivery Terms and Conditions of Collé also be bound by the delivery terms and conditions of the fellow rental company.

Article 35. Maintenance, repair, inspection and permits

- 35.1 All costs of daily maintenance that is carried out during the rental period shall be at the expense of the Buyer. The Buyer is not allowed to make any changes in the Rented Goods or to have any repair activities carried out on the Rented Goods.
- 35.2 The Buyer must report all defects and/or shortcomings of the Rented Goods to Collé within 48 hours subject to forfeiture of any claim in connection therewith.
- 35.3 If repairs are nonetheless carried out by third parties then they shall not be reimbursed by Collé. If original parts have not been assembled then these shall be replaced by Collé at the expense of the Buyer.
- 35.4 The Buyer is responsible for (the costs of) timely periodic statutory and/or local inspection of the Rented Goods.
- 35.5 Collé shall not be responsible or liable for (the costs of) permits or exemptions required in connection with the Rented Goods.

Article 36. Security deposit

- 36.1 Per rental agreement the Buyer shall be held to prior to the delivery of the Rented Goods pay a security deposit to be established by Collé.
- 36.2 If the Buyer fails to pay the security deposit in a timely manner then Collé can terminate the agreement unilaterally, without prejudice to the right of Collé to claim compensation for damages.
- 36.3 In case of renewal of the rental agreement the Buyer shall at the latest on the start date of the renewal pay a new security deposit.
- 36.4 Collé shall be authorised to set off unpaid rent, compensation for damages and other costs against the received security deposit.
- 36.5 The security deposit is repaid when Collé establishes that the Buyer has complied with all its obligations.

Article 37. Ownership

The Rented Goods shall at all times remain the property of Collé, regardless of the term of the rental agreement. The Buyer shall not be authorised to alienate, pledge or otherwise encumber the Rented Goods for the benefit of third parties. In case of an attachment on (a part of) the Rented Goods, (provisional) suspension of payment or insolvency of the Buyer, the Buyer shall inform the attaching bailiff, administrator or receiver of the (ownership) rights of Collé.

Article 38. Insurance concluded by the Buyer

- 38.1 If the Buyer wishes to conclude personal insurance for damages to or loss of the Rented Goods then Collé shall be expressly authorised to desire of the Buyer that it includes Collé as an insured party and submits a cover confirmation.
- 38.2 If there is, in case of a CAR insurance of the Buyer, question of an admission scheme then the Buyer hereby already declares that Collé can and may derive rights from the CAR insurance as a (fellow) insured party.
- 38.3 Possible excesses shall at all times be at the expense of the Buyer. Limitation of the right of recourse scheme

Article 39. Applicability

- 39.1 Collé waives its right to compensation payable by the Buyer as a result of theft or loss of or damage to the Rented Goods up to the level of the applicable excess, if and to the extent that the terms and conditions and restrictions of this scheme are met.
- 39.2 This scheme is only applicable to the extent that this has been stipulated with Collé in writing. The Buyer can only rely on the same if it pays the relevant payable fee to Collé and otherwise complies with all its obligations on account of the Agreement.
- 39.3 This scheme is exclusively applicable to material damages to or the current market value of the Rented Goods due to loss of or damage to the Rented Goods or a part thereof (as also costs of measures incurred in connection therewith, approved by Collé in advance), to the extent that they are caused by external contingencies that took place in the Benelux and Germany. In France the scheme applies to occurrences of an insured peril within a radius of 250 kilometres from the border with one of the Benelux countries.
- 39.4 Only the Buyer can derive rights from this scheme. The Buyer indemnifies Collé against claims of third parties, including subrogated insurers.
- 39.5 The scheme is not applicable if the borrower can in respect of an occurrence of an insured peril rely on an insurance or other facility or could have relied on the same should the present scheme not have existed.
- 39.6 The scheme is not applicable to products rented by Collé from fellow rental companies.
- 39.7 Recourse of costs for the establishment of the damages is exclusively limited to the extent that the establishment of the damages is carried out by the Technical Service of Collé or by an expertise agency designated by Collé.

Article 40. Exclusions

- 40.1 Excluded from the scheme are damages caused by, occurring at or deriving from:
- Intent or negligence of the Buyer and/or its staff and/or auxiliary people.
 - Insufficient care and/or injudicious and/or inaccurate use, acts or omissions of the Buyer and/or its staff and/or auxiliary people; this shall in any case include use without being in possession of the thereto required proficiency diploma or certificate.
 - Use for purposes other than for which the Rented Goods are meant.
 - Damages as a result of contamination.
 - Damages where the uncertainty requirement pursuant to article 925 of Book 7 of the Dutch Civil Code is not met.
 - Damages to pneumatic tyres, unless the Rented Goods also have other damages as a result of the same cause.
 - Armed conflict, civil war, riots, civil unrest, industrial action, uprising or mutiny or nuclear reactions, regardless of the cause.
 - Re-rental of the Rented Goods or otherwise availability of the Rented Goods to third parties.
 - Non-observance of preventive measures and/or other instructions printed in the agreement or product manual.
 - An occurrence of an insured peril that entitles the Buyer to a benefit pursuant to an insurance or other facility or rights that it could have derived from the same if the limitation of the right of recourse scheme of Collé would not have existed.
- 40.2 Apart from the aforementioned exclusions the recourse on the Buyer shall not be limited if the following conditions and circumstances are not demonstrably met:
- Where possible the Rented Goods are secured by way of a (hitch) lock, are outside of office hours stored or placed in a sealed area or, where physically possible, at a secured outdoor area or building site fenced with properly locked fencing.
 - There is question of forcible entry of the building, container, site or fence. Forcible entry shall only be assumed if there are externally visible traces of forcible entry.

Article 41. Obligations in case of damages

As soon as the Buyer takes note or could within reason have taken note of an occurrence of an insured peril then it is held to, subject to forfeiture of any claim to limitation of the right of recourse:

- Immediately report the event to Collé;
- Render every cooperation to the settlement of the damages, more in particular to follow the instructions of Collé, to supply and present the requested information and documents (including a fully completed and signed claim form with description of the facts) and to refrain from acts that can prejudice the interests of Collé.
- Immediately report theft of the object to the police authorities and to submit a copy of the official report to Collé.

Article 42. Compensations

This Scheme shall not entitle to any compensation or restitution to the Buyer.

Article 43. Excess

With each and every damage causing event the following excess shall apply per Rented Good, which shall need to be paid to Collé by the Buyer.

- In case of damage to a Rented Good EUR 2,500.00.
- In case of theft / loss of a Rented Good the excess depends on the value when new of the Rented Good.
 - Value when new higher than EUR 5,000.00, excess EUR 5,000.00.
 - Value when new lower than EUR 5,000.00, excess EUR 1,250.00.

Article 44. Costs

For applicability of this Scheme the Buyer is held to pay a fee to Collé, expressed in a percentage of the gross rent.

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