

General conditions Deltarent (Deltarent BV, De Graaff Electrotechniek BV en Crowner's Rental BV)

1. APPLICABILITY AND DEVIATIONS

- 1.1 These Terms and Conditions ("terms") of Deltarent B.V. ("Deltarent"), De Graaff Electrotechniek B.V. ("DGE") and Crowner's Rental B.V. ("CrownersRental") are applicable to all offers, quotations of and (rental) agreements with Deltarent, DGE and CrownersRental, hereafter jointly named "Deltarent".
- 1.2 Deviations from these terms are possible only after explicit and written assent from a qualified Deltarent functionary.
- 1.3 "Client" refers to every natural or legal person that Deltarent contracts with, and/or Deltarent addresses offers and/or quotations to, and/or renters, namely every (legal) person that has come to a rental agreement with Deltarent or wishes to do so, including any representatives, agents and heirs acting on his or her ("his") behalf.
- 1.4 These terms prevail over other terms and conditions, notably those to any of which the client refers.

2. COMING TO AN AGREEMENT

- 2.1. Unless explicitly stated differently and/or in case of a set term for acceptance, any offers made by Deltarent are completely non-committal.
- 2.2. A quotation or offer expires within two months after its date, unless agreed upon differently beforehand. A quotation or offer automatically expires when the product is no longer available.
- 2.3. An agreement will solely be reached after Deltarent has, in writing, agreed or confirmed so. The date of acceptance/confirmation will be determinative in this context.
- 2.4. Deltarent is entitled to demand of the client, during or after reaching an agreement, before (further) delivery, that he offers assurance that he will live up to his financial and other obligations. Deltarent is, if so desired, also entitled to an advance payment by the client.
- 2.5. For deliveries and/or (maintenance or construction) proceedings and/or rental agreements that have not been paired by an earlier sent quotation or order confirmation applies that the invoice will be considered an order confirmation, which will also be deemed to give a correct and complete representation of the agreement.

3. PRICES

- 3.1. All prices are in euros and will be stated on the order confirmation.
- 3.2. Prices stated in quotations or offers are indicative and can deviate from the prices as finally stated on the order confirmation.
- 3.3. In case of any circumstance outside of Deltarent's control leading to higher costs of the implementation of the contract, Deltarent will be entitled to raise the prices accordingly and will inform the client in writing of doing so before the delivery of products or services.

4. RENT

- 4.1. In case of rent the actual rent commences when the client or his agent receives the rental products. In case of dispatchment the rent commences at the moment the rental products are sent to the client.
- 4.2. The rent ends (a) when the term specified in the rental agreement has expired, (b) on the day the rented products have been handed back to (personnel of) Deltarent (during opening hours), and (c), in case no end date has been agreed upon, when client denounces the rental agreement by registered mail, followed by a week's notice, and after the rented products have been handed back to (personnel of) Deltarent (during opening hours).
- 4.3. When the rent has been denounced, the client is legally committed and without exhortation obliged to hand back the rented product to (personnel of) Deltarent (during opening hours) in the same condition he has received the product in. When the client fails to do so, Deltarent is entitled (without legal intervention) to have the rented products recovered. All costs, including those of disassembly, loading, transport and unloading, will be charged. Every day the rented product has been due or that Deltarent needs to recover the rented product in the same condition it has been delivered will result in a charge of the daily rent, without diminishment of the right to additional compensation.
- 4.4. When determining the rental period any period of a day will be taken in account as the whole day.

5. DELIVERY/SALE OF GOODS / DISPOSAL OF RENTED

- 5.1. Goods will be delivered from our business grounds unless agreed upon differently.
- 5.2. A time of delivery is only indicative and Deltarent will not be liable for any damage following a failed or late delivery. If at any moment it appears that the agreed date of delivery, because of whatever circumstance, will not be met, Deltarent will as quickly as possible report this to the client and indicate a new time of delivery.
- 5.3. The client is obliged to inspect the delivered/rented products and its packings forthwith and upon delivery on quantitative and qualitative shortcomings. If upon receiving the products client has or could have noted damages, the client – on penalty of losing his rights of formal complaints about delivered goods – he should report so to (carrier and) Deltarent in writing within 48 hours.
- 5.4. If Deltarent is unable to deliver goods because of a circumstance attributable to the client, the products are considered formally delivered and Deltarent is therefore entitled to charge for the rental, as well as for the costs and risks of storing the products – up until actual delivery.
- 5.5. The expenses and risks in case of transport are for the client. The client/renter is held to receive and collect the purchased/rented products at the agreed time and location. Failure to do so entitles Deltarent to withdraw the sold/rented products, as well as charge all costs made in doing so to the client/renter. The renter is in this case indebted for the rent of the complete previously agreed period of renting.

6. PAYMENT

- 6.1. Unless agreed upon differently, payment will occur in euros, at the latest on the day indicated on the invoice and in failure of doing so no later than the day before delivery / availability of the products.
- 6.2. A payment has been fulfilled after the full amount has been irrevocably credited to the account of Deltarent.
- 6.3. The client is obliged to complete all payments, without any deduction coming forth from settlement, counterclaim, rebate, price reduction or otherwise.
- 6.4. If the client fails to (timely) complete a payment, Deltarent reserves the right to suspend the warranty or any further delivery of products or services to the client coming forth from any agreement.
- 6.5. If payments fail to occur the client is automatically and without notice indebted to an interest rate of 1% per month. When reckoning the interest any part of a month will be counted as a full month. If, after formal notice, the client remains unwilling or unable to fulfill the payment, Deltarent is entitled to a set compensation counting 10% of the purchase price, in addition to the main sum and any therewithal charged interest. If the actual, extrajudicial costs turn out higher than 10% of the purchase price, the client owes Deltarent these extrajudicial collection costs.
- 6.6. In case of a legal procedure the client is indebted to Deltarent the actual costs of this procedure, including the actual costs of acquiring legal assistance.

7. SUSPENSION AND CANCELLATION

- 7.1. The client is not allowed to fully or partly cancel or suspend the agreement with Deltarent, except with prior permission in writing by Deltarent. If Deltarent indeed permits so, the client will fully indemnify Deltarent against any damage or losses (including loss of profits), costs, charges and other expenses that follow the suspension or cancellation.
- 7.2. Deltarent reserves the right to cancel or suspend the implementation of the agreement with client when payments are either not or not timely made.
- 7.3. New and unused spare parts can be returned only within a month after delivery and after preceding permission in writing of Deltarent.

8. RETENTION OF TITLE AND RISK

- 8.1. The risk and all attached liabilities to third parties will pass on to the client at the moment of delivery in accordance with articles 4 and 5, be it at the moment of storage in accordance with article 4 and 5, if this were to occur earlier.
- 8.2. In case of sale the ownership of goods will only be transferred from Deltarent to client after the client has fully met his obligations with respect to payments, including interests and costs.
- 8.3. Considering the fact that the ownership of goods rests fully with Deltarent until all contractual obligations have been met, Deltarent is entitled to unhindered access to goods, be it with the aim of withdrawal or repossession of goods, as long as payments by client are due. Deltarent is also entitled to decide whether or not the client can still (partly) make use of these goods, up until all payments have been made.
- 8.4. Client is, as long as ownership has not been transferred according to article 8.2, prohibited to seize and burden delivered products, unless agreed upon differently in writing with Deltarent.
- 8.5. Considering that the ownership of goods in case of sale will only be transferred after the moment of complete payment, up until that moment the client is held and obliged to insure the goods for Deltarent for its full value and to keep the goods in sound condition after delivery. Furthermore, the client is responsible for all fixed connections such as gas, water and light.
- 8.6. In case of rent all risks – including those of transport – of the rented goods will be accounted for by the client, for the full rental period. This is regardless of the circumstance, acts, or lack of acts that led to any form of damage of the goods (including circumstances beyond one's control).
- 8.7. The client will indemnify Deltarent from all agreements made with third parties concerning the rented goods.

9. WARRANTIES

- 9.1. Considering the provisions of these terms the liability for the goods to be delivered by Deltarent will at a maximum be limited to the warranties and the engagements of the supplier/manufacturer/importer of Deltarent to Deltarent. If no period of warranty is given, a maximum of one year warranty will be applicable.
- 9.2. Warranty does not cover:
 - a) normal wear and tear;
 - b) damage resulting from frost;
 - c) damage resulting from a failure to follow instructions on maintenance as given by Deltarent;
 - d) products that are not covered by the service contract with Deltarent or that have not been maintained by qualified technicians in accordance with the by Deltarent given instructions;
 - e) damage resulting from misuse by the client, meaning lacking maintenance of goods;
 - f) products that have been altered without written consent by Deltarent or products that have been damaged by proceedings outside the influences of Deltarent.
- 9.3. Deltarent offers 60 days of warranty on the care and expertise of their delivered services. The obligations resulting from this warranty are limited to rectifying shortcomings within the delivered services.
- 9.4. The client must enable Deltarent to execute these repairs in a normal manner.
- 9.5. The client must, in writing, inform Deltarent of a defect or shortcoming within two weeks after its initial observation. Failure to do so will result in a loss of rights, including that of filing official complaints and warranty on the delivered goods.
- 9.6. Deltarent reserves the right to inspect the delivered goods and services if a warranty claim is made.
- 9.7. Any products not manufactured by Deltarent are subject to the terms and conditions of the warranty as offered to Deltarent by the concerned manufacturer and/or supplier.
- 9.8. Satisfying the terms of this article results in a loss of Deltarent's liability for services and products that do not meet the conditions of warranty.

10. FORCE MAJEURE

- 10.1. In case of force majeure Deltarent reserves the right to fully or partly terminate the implementation of an agreement, without any legal intervention and/or following damage claims.
- 10.2. Deltarent reserves the right to either suspend the date of delivery or fully or partly terminate the agreement with client when her professional activities are hindered, delayed or prevented by circumstances that are reasonably without Deltarent's control. Force majeure includes (but is in no sense limited to) the following: natural disasters, accidents, requirement of compliance to law or regulations or other (potentially legal) decisions, war or states of emergency, revolt, fire, strikes, limitations or delays in transport or within the availability of materials, power failures. Both parties are legally entitled to terminate the agreement if the circumstances of force majeure exceed a period of six months

11. LIMITATION OF LIABILITY

- 11.1. The liability of Deltarent, her employees and her assistants for direct damages, if and insofar demonstrated, is limited to the invoice price of the damaged delivered goods and/or services. The total liability of Deltarent, her employees and her assistants will be limited to € 10.000,-, even if the invoice price exceeds € 10.000,-. Neither Deltarent nor her employees and/or assistants is in any way liable for any consequential or indirect damages, including but not limited to stagnation damages, loss of profits, costs of unloading, renting of cranes, availability of personnel and loss of cooling capacity.
- 11.2. Catalogs, price lists and other sale documents are published by Deltarent exclusively for informational purposes and can occasionally be subject to change without prior notice. Deltarent is not liable for any typographical and clerical errors, mistakes or omissions in these documents, offers, order confirmations, drawings, specifications, invoices, quotes or other documents published by Deltarent. No rights may thus be derived from these documents.
- 11.3. Deltarent is not liable for any damages resulting from the usage of incorrect or incomplete information as provided to Deltarent by the client.
- 11.4. In case of rent the risks on rented goods lies exclusively and completely with the renter. The rented goods will not be insured by Deltarent, unless agreed upon differently in the order confirmation.
- 11.5. The client is obliged to reimburse Deltarent in case of loss, alienation, decay, theft, embezzlement or unrightful custody of any of Deltarent's goods. Reimbursements will not influence any claims made by Deltarent on grounds of fulfilment, damages or adjournment. The client will, in case of rent, pay under such circumstances the agreed rental costs as if the rented was never lost, alienated, decayed, stolen, embezzled or held under unrightful custody.

12. SECURITY DEPOSIT IN CASE OF RENT

- 12.1. When renting, the client is obliged to pay a deposit as security for fulfilment of all his obligations towards Deltarent under the rental agreement. This security deposit will have to be paid when finalizing the rental agreement and/or no later than upon receiving the rented goods. Deltarent is not obliged to offer interest on said security deposit.
- 12.2. If Deltarent and client agree upon an extension of the rental agreement, the security deposit shall be proportionally complemented by the client on the first day of the extended agreement.

13. RENTAL TERMS OF USE

- 13.1. The client is held to the doings of a correct and reasonable renter during a rental period. In any case this will include the following:
- a. The client is obliged to protect the rented against overcharge or -load and damages and to ensure professional and skilled maintenance according to the user instructions.
 - b. Deltarent is entitled to verify the condition and ways of usage of the rented at all times during the rental period. The client must therefore grant, at first request, Deltarent unhindered and immediate access to the rented goods.
 - c. The client will check the oil levels of all compressors, generators and other motors on a daily basis, and add oil accordingly where needed.
 - d. The client will perform all periodic maintenance of materials according to the user instructions he explicitly acknowledges to have received upon signing this agreement. The costs of maintenance are to be paid for by the client and maintenance will also be executed upon request by Deltarent.
 - e. The client ensures that compressor installations are set up horizontally.
 - f. The client will blow the condensate from the compressor installation's pressure reservoir on a daily basis.
 - g. The client will use durable and decent fuel. He will keep the rented goods in sound working conditions, including: decent lubrication, purified air filters, dust free and dry storage, et cetera.
 - h. The client will timely replace carbon/coal brushes in rented electrical machinery.
 - i. The client will connect, in a skilled manner, electrical machinery to power sources with right voltages.
 - j. The client will take in account all legal and regulatory prescriptions with respect to avoiding nuisance and the usage, actuation or possession of the rented equipment. He will vouch for all costs and risks paired with the possession or usage of the rented, such as taxes, required control or safety measures, et cetera.
 - k. The client will indemnify Deltarent against all claims and liabilities on such grounds.
 - l. The client is obliged to enable the implementation of all necessary legal and regulatory imposed supervision measures without any mediation of Deltarent in the process.
 - m. The client is prohibited from transporting and using the rented goods outside of The Netherlands. He is also prohibited from allowing third parties usage of the rented goods and from transferring any rights resulting from the rental agreement to third parties, be it partly or completely.
 - n. During the period of rent all necessary repairs will be performed by or on behalf of Deltarent. The client is only allowed to perform repairs or have repairs performed by skilled personnel after being granted permission in writing by Deltarent. Such repairs may only involve original parts. Costs of repairs will only be covered by Deltarent in case of normal wear and tear. Costs of repairs caused by overloading and/or incompetence will be covered by the client. Defects are to be reported to Deltarent at once.
 - o. The time needed for care, maintenance and necessary repairs are included in the set period of rent, with the exception of repairs.

14. TRANSFER OF RIGHTS

- 14.1. The client is not entitled to fully or partly transfer this agreement and/or the rights stemming from it without prior consent in writing from Deltarent.
- 14.2. Deltarent is entitled to fully or partly transfer this agreement and/or the rights stemming from it to any other individual, business or company.

15. APPLICABLE LAW AND COMPETENT COURT

- 15.1. All agreements are subject to Dutch law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded explicitly.
- 15.2. Any disputes between parties will in first instance exclusively be heard by the competent court of Rotterdam.