

## General Rental Terms H.V.O. Vochttechniek.nl

### Definitions

1.1 H.V.O. Vochttechniek.nl based in Haarlem.

1.2 Under "Other Party", these terms and conditions shall mean any legal person who attends to H.V.O. Vochttechniek.nl, requests a service or goods to be delivered.

### Applicability

2.1 These rental terms apply to all rental offers and rental agreements of H.V.O. Vochttechniek.nl

2.2 Terms differing from these rental terms only apply if and in so far as they are in agreement with H.V.O. Vochttechniek.nl and if they have been agreed to in writing.

2.3 H.V.O. Vochttechniek.nl is entitled to unilaterally change these terms of lease upon written notice; The other party is deemed to have accepted the change of these lease terms if no reply is received within four weeks after notification.

2.4 purchase conditions and / or other by the other party of H.V.O. Vochttechniek.nl are not applicable and are expressly rejected.

2.5 When granting a contract for delivery and / or signing the lease agreement, the other party acknowledges the lease terms.

### Prices

3.1 The quotes, rental agreements and price lists are the prices excluding B.T.W. These are valid from the time the goods leave our depot.

3.2 H.V.O. Vochttechniek.nl reserves the right to adjust prices over the rental period based on the prevailing conditions. In the case of interim price adjustments, the other party is entitled to dissolve the agreement within one month of publication.

3.3. All rental prices are based on collection of the material at our depot by the other party.

3.4 If the other party wishes a form of transport, the costs incurred, including those of a transport insurance, will be borne by the other party. For transport by H.V.O. Vochttechniek.nl and / or loading and unloading assistance will be charged a fixed hourly rate.

3.5 The rental price is also due on off days due to frost and national holidays.

### Duration of rental period

4.1. The rental period commences at the time the goods leave our deposit, regardless of whether the transport by H.V.O. Vochttechniek.nl or by third parties is taken care of. The rental period is calculated according to the current prices and is calculated throughout the day. A portion of a day is calculated as a whole day.

4.2. The rental period is considered to be terminated from the moment all goods are returned to our deposit. The rental period may at any time by both H.V.O. Vochttechniek.nl as a counterparty will be terminated, provided that other party H.V.O. Vochttechniek.nl notifies this in writing at least one day in advance.

4.3. In the event that the leased goods are not delivered to H.V.O. in due time after termination of the agreement, and are made available, H.V.O. Vochttechniek.nl is entitled to reclaim said goods. The associated costs are at the expense of the other party.

#### Use and destination

5.1 The other party is obliged to maintain the leased goods in excellent condition and to entrust it to qualified personnel.

5.2 If necessary, the other party to H.V.O. Vochttechniek.nl is to ask for the necessary instructions for commissioning and maintenance.

5.3 The other party must use the goods exclusively for the purpose for which they are intended.

5.4 No change, modification or adaptation to the rented goods is permitted without the express written permission of H.V.O. Vochttechniek.nl.

5.5 H.V.O. Vochttechniek.nl is in no event liable for the misuse or use of the rented goods.

5.6 H.V.O. Vochttechniek.nl staff must at all times be allowed full access to the location of the rented goods.

5.7 In the event that rented goods are not located in a place which is owned by the other party, the other party shall disclose that the rented property is always owned by H.V.O. Moisture technique.

5.8 The rented goods may not leave Dutch soil without explicit written permission by H.V.O. Vochttechniek.nl.

5.9 The leased goods must be cleaned before they are returned or collected. If this is not done, please keep in mind that H.V.O. Vochttechniek.nl is entitled to calculate the cost of cleaning the goods, and claim payment from the other party.

5.10 Issues regarding timely availability as well as the non-functioning or non-proper functioning of the leased goods, does not entitle to termination of the agreement and / or compensation.

#### Transport

6.1 All rental prices are based on collection of the goods from our deposit.

6.2 back and forth transport are at the expense of the other party and happen under his or her responsibility.

6.3 The costs associated with the rent of machinery for lifting equipment for example, can be claimed to be borne by the other party.

6.4 The other party declares that, by signing the agreement, it has explicitly agreed to the method of transport and to take into account the costs involved.

#### Maintenance and repairs

7.1 The other party acknowledges that the goods are in an overall good condition upon delivery.

7.2 The other party undertakes to maintain the goods in the same state and to H.V.O. To supply Vochttechniek.nl.

7.3 Needed repairs that do not result from normal wear and tear are entirely at the expense of the other party, including the transportation costs of our personnel in connection with these repairs.

7.4 In the event that the rented goods are temporarily out of use due to a defect caused by improper or improper service by another party, the other party is obliged to cover the rent for the additional time taken up by repairs.

7.5 H.V.O. Vochttechniek.nl is never liable for compensation due to any damage suffered by the other party as a result of interruption of work caused by any defect in the rented goods, regardless of cause.

7.6 Oils, grease and fuel are at the expense of the other party.

#### Damage, loss or theft goods

8.1 In case of damage to the goods or any defect, no matter how severe, the other party is obliged to inform Vochttechniek.nl immediately.

8.2 The other party is fully liable for the damage, loss or theft of the goods.

8.3 It is the other party who must insure the goods against loss or theft.

8.4 In case of damage, loss, or theft of the rented goods, H.V.O. Vochttechniek.nl has the right to claim the other party liable for said damage, loss, or theft. The other party will then be held accountable and must provide compensation based on the commercial value of the equipment.

8.5 If any other party fails to respect these terms, all costs incurred by H.V.O. Vochttechniek.nl, including all legal costs, will be at the expense of the other party.

8.6 If, after returning the deposited goods, damage is established, H.V.O. Vochttechniek.nl obliges the other party to inform Vochttechniek.nl of this within 14 days.

8.7 H.V.O. Vochttechniek.nl is authorized to repair any damages at the expense of the other party.

8.8 H.V.O. Vochttechniek.nl is authorized to hold the other party accountable for any damages caused by damage, loss or theft of the rented goods.

#### Property

9.1 The leased goods are fully and indelibly owned by H.V.O. Vochttechniek.nl .

9.2 the other party is not allowed to dislodge the leased goods, to let them be used by third parties or to surrender them to third parties.

9.3 The other party is obliged to immediately inform H.V.O. in case of impounding of assets. Additionally, notice will have to be given of these terms and regulations upon request by the party initiating the impounding.

9.4 Any damages or expenses arising from delayed or absent notice will be entirely at the expense of the other party.

9.5 In addition, H.V.O. Vochttechniek.nl will be entitled to declare the lease dissolved and will additionally be able to withdraw the leased property without the intervention of the court.

#### Liability

10.1 H.V.O. Vochttechniek.nl accepts no responsibility for any damage caused by misuse of the goods. Also indirect damage, including company damage and consequential damages, will expressly be disapproved by H.V.O. Vochttechniek.nl. If the insurer fails to pay, the liability of H.V.O. Vochttechniek.nl is limited to the invoice amount excluding B.T.W.

#### Force majeure

11.1 During force majeure, the delivery obligations of H.V.O. Vochttechniek.nl will be suspended.

11.2 If the period in which compliance with the obligation by H.V.O. Vochttechniek.nl lasts longer than three months, both parties have the power to dissolve the agreement without judicial intervention. Additionally, neither party will be subject to any liability regarding damages.

#### Billing, Payment Terms, Advertising, Deposit

12.1 In the event that the period of rent is less than one month, billing will take place at the end of the rental period; meaning the last day. If the rental period lasts longer than one month, billing will take place per calendar month.

12.2 payment must be made on behalf of H.V.O. Vochttechniek.nl and must not be completed later than fourteen days after the invoice date.

12.3 This term may only be waived upon receiving written agreement.

12.4 Absence of payment within the stipulated period will automatically hold the other party in default without further notice.

12.5 After the due date of payment, the other party will owe two percent (2%) interest per month on the outstanding amount.

12.6. After the expiration of the payment period, H.V.O. Vochttechniek.nl will take extrajudicial collection measures without further (Written) Notice of default or cancellation. H.V.O. Vochttechniek.nl is entitled to recover the costs incurred by those measures on the other party; The extrajudicial costs are set at fifteen percent (15%) of the due unless these costs are higher.

12.7 After the due date of payment H.V.O. Vochttechniek.nl is entitled to take legal action in order to recover the costs involved with these measures in full, thus in derogation from any flat-rate process cost compensation scheme, to the customer without providing prior and further notice.

12.8 Payments always consist, in the first place, of payment of any interest and costs due and, secondly, of payable invoices; those left unpaid the longest will be prioritised. Even if the other party states that the payment relates to a subsequent invoice.

12.9 H.V.O. Vochttechniek.nl is entitled to demand a deposit on delivery of the goods, the amount of which depends on the value of the rented goods with a minimum amount equal to one month rent. This deposit will be settled at the end of the contract.

#### Disputes and forum choice

13.1 Once the goods have been claimed by, and are in possession of the other party, his representative or the person managing it, said party will automatically be held accountable and is thus subject to the rental terms and conditions outlined above.

13.2 The agreement between the other party and H.V.O. Vochttechniek.nl and all resulting obligations, are at all times subject to Dutch law.

13.3 disputes, including those considered by such parties as such, arising from the agreements to which these terms apply may be selected at the discretion of H.V.O. Vochttechniek.nl and will be submitted to the court in Haarlem.

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