



## RENTAL TERMS AND CONDITIONS AXTRA VOORZETAPPARATUUR BV

### Article 1: Subject of the agreement

Letter commits himself to Renter to submit the equipment mentioned to Renter. Renter commits himself to accept this equipment as rented.

### Article 2: Rental price

The agreed rental price is based on the weekly working hours of Letter as established in his Collective Labour Agreement. If equipment is used for a longer period than these working times, the rental price is increased accordingly. Renter is obliged to submit any working hours used outside the working hours established in the Collective Labour Agreement immediately after completion of each calendar week. Letter is entitled to adjust rental prices, if cost prices require this. The rental increase commences 1 month after its written notice to Renter. Renter is entitled to terminate renting equipment if he does not agree with the rental increase. In that case, he will return the rented equipment at his expense without delay.

### Article 3: Rental period

Renting commences on the day the equipment leaves storage or the warehouse of Letter, and ends on the day of return to storage or the warehouse of Letter. Renter is also due normal rent during holidays and bank holidays/ national holidays, unless explicitly agreed otherwise. On loss of working hours due to rain, frost, or strikes, Renter is due normal rent, unless explicitly agreed otherwise. In case rental is entered into for an indefinite period, rental ends by written notice of termination by one of the parties, respecting a term of notice of 5 working days. Letter reserves the right not to prolong rental after passing of the agreed rental period. Delays arising during loading, unloading, and transport, which are not the fault of Letter, as well as the repair time for repairs which are a consequence of neglect by Renter are considered normal rental time.

### Article 4: Availability

Renter is entitled to inspect rented goods, or to have them inspected. If Renter does not use this right, the goods to be rented are considered to have left Letter's storage or warehouse in good condition, ready for use, and complete.

### Article 5: Conditions of use

The rented goods may only be used for purposes for which they are intended, and may not be overburdened. Letter ensures that the rented goods meet possible legal standards. Renter ensures proper performance of safety measures present on or with the rented goods. Renter is obliged to take good care of the rented goods. Rented goods may never be used on locations where their usage and/or presence may pose any threat to the rented goods. Renter is obliged to immediately report any relocation of the rented goods to Letter in writing. It is not allowed to export the rented goods out of the Netherlands without Letter's approval.

During rental periods, Letter is entitled to inspect the condition of the rented goods and the way in which they are used. Renter is required to ensure Letter or his authorised representative is granted access to the rented goods.



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### Article 6: Maintenance

Renter is obliged to perform proper maintenance on the rented goods, and to inspect regularly for oil levels, among other things, and similar acts of maintenance. Costs for rented goods resulting from wear and tear by normal usage are at the expense of Letter, on the condition that these costs are limited to the component to be replaced including labour wages. If repair times exceed 1 day, renting is suspended until recommencement of usage of the rented goods.

Deficits need to be reported to Letter immediately. Renter may only have repairs performed after approval of Letter, and such repairs must be performed by qualified professional personnel, while only original parts may be used. Renter is entitled to immediately terminate rental if the rented goods are neglected or used in an unprofessional way. All costs resulting from this, including loading, unloading, transport, and possible repair costs, will be charged in full to Renter.

### Article 7: Return

Renter is obliged to return the rented goods in cleaned and complete condition to Letter. Prior to transport, information must be obtained on opening times of Letter's warehouse or storage, in addition to the desired return location. Renter is entitled to be present at return and its subsequent inspection. Possible costs resulting from, among other things, disappearance, cleaning, unprofessional use or similar causes, are promptly reported to Renter by Letter. If Renter has not objected to these costs by registered mail within 5 days, it is assumed that Renter agrees with this cost notice.

### Article 8: Payment

Payment is required to occur within 14 days of date of invoice. Discount, reduction, or compensation is not allowed. If Renter does not timely pay the invoice amount due, he is due to Letter, without need for any proof of default, an interest equal to legal interest rates over the entire invoice amount, for each month from the fourteenth day after date of invoice (in which any partial month is counted as a whole month), without limitation to any further rights of Letter.

In addition to the rental sum of interest, Letter is entitled to claim from Renter all legal and extrajudicial costs caused by his default. These costs amount to a minimum of EURO 114.00.

### Article 9: Insurance

Renter is obliged, to Letter's benefit, to insure the rented goods against fire, theft, and damage by collisions or run-ins. In case of damage, Renter is obliged to report this to Letter immediately. Damage(s) not reported are on account of Renter.

### Article 10: Rental confirmation

Renter is obliged to provide a copy of this agreement with his signature and company stamp, and return this to Letter within eight (8) days. If Letter has not received notice from Renter within ten (10) days, Renter is entitled to assume that this agreement was legally entered into under the conditions and clauses as described in this document.



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### Article 11: Final clauses

Deviant or supplementary agreements are only valid if these have been confirmed in writing by Letter; in that case, these are part of this agreement. Any disputes arising between Letter and Renter as a consequence of this agreement shall initially be settled by an authorised court of law, on the location of establishment or residence of Letter. Dutch law exclusively applies to this agreement. The Dutch version of these terms always prevails over any translated version of these terms.

Delivery terms: METAALUNIE conditions.