



GENERAL RENTAL CONDITIONS OF MB DUSTCONTROL B.V. with head office in The Hague, registered with the Chamber of Commerce in The Hague.

General

- 1.1 These General Conditions are applicable and binding to all agreements for the rental of goods and work that is done under such agreements.
- 1.2 Agreements that deviate from these General Conditions shall only be binding for MB Dustcontrol, hereinafter called 'Lessor', if such agreements are expressly accepted and confirmed by Lessor in writing.
- 1.3 Any General Conditions of the client, hereinafter called 'Lessee', will not apply, unless this is expressly accepted and confirmed by Lessor in writing.

Offers

- 2.1 All our offers are based on the information supplied by Lessee in the request. Unless agreed otherwise, offers shall be valid for a maximum of 2 months after the date of the offer.
- 2.2 Unless otherwise indicated, all prices are in euros and exclude damage risk schemes and exclude VAT.
- 2.3 Any deviation from offers made shall only be binding to Lessor if such agreements are expressly accepted and confirmed by Lessor in writing.
- 2.4 The daily and weekly prices are based on usage of 8 hours per day of 40 hours per week. Usage of more than 8 hours per day or 40 hours per week will be subject to a surcharge to be determined by Lessor.
- 2.5 Lessor can in no case be held liable for errors or deviations with regard to images, statements of dimensions, capacity and weights.

Rental period

- 3.1 Rental agreements shall be deemed to have been entered into for a period of at least one day and for no more than the period as stated in the agreement.
- 3.2 When determining the rental period, all days including Saturdays, Sundays and holidays and other free days will be included, and a part of a day will be counted as a full day.
- 3.3 Lessee must return the rental object no later than on the day the agreement ends, unless a prior written agreement to extend the agreement has been made adequately in advance.
- 3.4 If the rental object is not returned within the agreed period, Lessor shall be entitled to continue to charge the rental price until the time that the rental object is returned.
- 3.5 The rental period will end (see also 3.6) after Lessor has collected the rental object, following inspection and approval by signing a return slip/rental agreement by Lessor. For instance, if the rental object is signed off and left unattended at the site or in or near to one of the branches of Lessor, this will not be accepted as the end of the rental period.
- 3.6 The rental period will also end (see also 3.5) if the rental object is signed off by Fax - Internet - or by Telephone contact and a "SIGN OFF NUMBER" is issued by Lessor.

Delivery, collection and delivery time

- 4.1 If it is agreed upon, the delivery and collection of the rental object to the inside the ground floor of the address given by Lessee will be done at the expense of Lessee; moves within the project of rental objects must be made known in writing and any additional costs as a result of this shall be at the expense of Lessee.
- 4.2 The delivery time stated will at all times be approximate. Lessor can in no case be held liable for exceeding the delivery time.
- 4.3 The rental object must be checked by Lessee immediately upon receipt. Claims will no longer be accepted after the object is put into use.
- 4.4 If the delivery is delayed at the request of Lessee, Lessee shall be entitled to charge the agreed rental fee, or to dissolve the agreement.
- 4.5 If the rental objects need to be retrieved by Lessee's shipping department or that of any third party, this will be checked upon return at the branches. The retrieval of the rental objects by our shipping department or that of any third party shall not constitute such a check. If any damage, loss, improper cleaning, or improperly packing is found, Lessor will make this known to Lessee within 10 business days. After this notification, Lessor can immediately replace or repair the object and charge the costs of this to the counterparty.

Risk

- 5.1 As of the moment that the rental object is made available to Lessee, it shall be at Lessee's risk. Lessee must provide insurance with a generally accepted insurance company in the Netherlands, if the MB Dustcontrol damage risk scheme is not used. As proof of this, Lessee must sign a form in which any agreement between Lessor and Lessee is arranged (for example right of assignment for Lessor, timely payment of premiums and charging of replacement value).
- 5.2 If any damage/malfunction occurs with the rental object through no fault of Lessee, he shall be entitled to replacement with equivalent equipment for the further term of the agreement. Any expenses or damages in case of stoppage of work due to failure of the rental object cannot be claimed from Lessor.
- 5.3 The replacement value will be charged in the event of theft, damage, breakage or defects. The assessment upon return to the branch shall be binding.
- 5.4 Lessor will offer the possibility of buying off any theft or damage to the rental object in advance. Lessee can obtain the terms and condition of the damage risk scheme from Lessor.

Obligations of Lessee

- 6.1 Lessee must return the rental object in the same condition as that in which Lessee received it, meaning maintained (subject to normal wear and tear), cleaned and sorted and packed in the same way as when delivered. Any extra work hours resulting from this will be at Lessee's expense.
- 6.2 a. Unless agreed otherwise, Lessee shall be required, before receiving the rental object, to pay to Lessor a deposit amount to be determined by Lessor.
b. After return of the rental object, this deposit amount will be returned to Lessee, subject to deduction of rental fees and/or compensation of damages and/or costs still owing to Lessor.
c. If at any moment during the term of the agreement, the amount of the rental fees owing by Lessee exceeds the amount of the deposit, Lessor shall be entitled to demand a supplement to the deposit by an amount to be determined by Lessor.
- 6.3 a. Lessee shall be obligated to use the rental object for its intended purpose and to look after it with due care, such that any prescribed operating instructions made available to Lessee must be followed.
b. Lessee shall be responsible for the use of the correct fuel and lubricants and for maintaining the oil level of the rental object throughout the entire rental period.
c. Lessee shall not be permitted to make any change to the rental object or to perform repair himself, except with express permission of Lessor for this.
d. Lessee shall undertake to report any damage to and/or defects of the rental object to Lessor in writing.
- 6.4 If a permit is needed for the use of the rental object, Lessee shall ensure that the permit is obtained in good time, unless explicitly agreed otherwise.
- 6.5 Lessee may not take and/or use the rental object outside the Netherlands without prior written permission of Lessor.

Ownership and inspection

- 7.1 Lessor will retain ownership of the rental object at all times and Lessor therefore reserves the right to check the rental object or to have it checked at any time.
- 7.2 Lessee shall be obligated, nunc pro tunc, to cooperate with this in full at all times.
- 7.3 Third party owner/lien holder:
a. Lessee declares to be aware with and, insofar as necessary, to agree that the ownership of the rental object can lie or come to lie with any third party or that the rental object is subject to be pledged to any third party as security for the payment of any claims that this third party has or may at any time have against Lessor under rental and/or financial lease agreements of any kind.
b. Notwithstanding the existence of a rental agreement, Lessee shall deliver the rental object to the third party upon simple request, without Lessee being entitled to appeal to any right of retention, if and as soon as the third party claims delivery of the rental object as the owner or lien holder on the basis of non-fulfillment of the obligations of Lessor toward the third party. As a result of this claim, the current rental agreement shall be legally dissolved with immediate effect. The aforementioned delivery shall be made to the offices of the third party or to a location indicated by the third party.
c. If the third party is the owner of the rental object (or has acquired ownership as the former lien holder) and the third party wishes to continue the current rental agreement, Lessee shall be obligated to enter into a rental agreement with the third party for the remaining term of the current rental agreement and under similar conditions.
d. Insofar as the current rental agreement was entered into before the aforementioned rental and/or financial lease agreement between Lessor and the third party owner, the effect of article 7:226 of the Dutch Civil Code shall not be possible between the parties. In that case, the current rental agreement will remain in effect between Lessor and Lessee, even after sale of the rental object by Lessor to the third party, followed by the aforementioned rental and/or financial lease agreement between Lessor and the third party.
e. This provision in favour of any third party stipulated in paragraphs a to d cannot be revoked by either the Lessee or Lessor.

Loss of equipment

- 8.1 Any transfer or encumbrance, or renunciation of the rental object, either as a benefit or gift to any third party is prohibited without express permission of Lessor. Paragraph 3 of this article applies by analogy.
- 8.2 Lessee must inform Lessor immediately of any attachment of Lessee's property or a part thereof and further of Lessee's bankruptcy or suspension of payments and shall always be required to inform the bailiff enforcing the attachment, the administrator or conservator of the rental agreement with Lessor, and shall return the rental object to Lessor immediately.
- 8.3 If the rental object is lost or falls outside the control of Lessee during the term of the rental agreement, for whatever reason, Lessee must inform Lessor of this immediately and shall be required to compensate the costs within 8 days, so that Lessor can purchase an equivalent item immediately. At the same time, loss of rent must be paid as of the first day upon which no rental fees can be received from the aforementioned item. In case of a possibility of a criminal offence, Lessee shall undertake to file a report immediately with the competent authorities, and to provide a copy of the report for Lessor.

Termination, cancellation and replacement

- 9.1 A rental agreement can be ended with immediate effect at any time by return and acceptance by Lessor of the rental object (see section 3).
- 9.2 If it has been agreed that the rental object will be collected by Lessor, notice of at least 24 hours must be given when cancelling.
- 9.3 Lessor shall be entitled to replace the rental object with equivalent equipment at any time, without Lessee being entitled to any compensation of damages for this.

Force majeure

- 10.1 Force majeure shall be understood to mean: any circumstance that is independent of the will of Lessor that temporarily or permanently hinders the fulfilment of the agreement.
- 10.2 Specifically, insofar this does not fall under the provision of paragraph 1, force majeure shall include war, the threat of war, civil war, rioting, strikes, transport difficulties, fire and other serious disruptions in Lessor's operations or that of its suppliers.
- 10.3 In case of force majeure, Lessor has the option either to extend the period of delivery by the duration of the force majeure or to end the agreement, without Lessor being required to pay any compensation of damages in any form whatsoever.

Payment

- 11.1 Unless explicitly agreed otherwise, the rental of equipment shall be done exclusively on the basis of cash payment in advance.
- 11.2 If payment to an account is agreed upon, payment must be made within 30 days after the invoice date, to an account to be indicated by Lessor and without any deduction or settlement.
- 11.3 In the event that the agreed payment period is exceeded, any discounts shall lapse and Lessor shall be entitled to charge the full rental price.
- 11.4 If Lessee has not paid within the corresponding period, Lessee shall be legally considered as being in default and Lessor shall be entitled to compensation of interest equal to 1.5% per month as of the due date, without any proof of default being required for this.
- 11.5 All reasonably incurred costs of collection of the claim, either legal or extra-legal, shall be at the expense of the defaulting Lessee.
- 11.6 The extra-legal costs will always be equal to 15% of the amount in arrears, with a minimum of € 300. A fixed administration fee of € 40 will be added to the costs stipulated in points 14.5 and 14.6.



Liability

- 12.1 Lessee and the person that has the rental object collected and/or signs the rental agreement shall at all times be liable for the rental object and the payment of rental fees and the additional costs.
12.2 Lessor will in no case be liable in any way for any damages as a result of defects in or on rented goods or work done, either at the premises of Lessee or at the premises of any third party, except in case of intent or gross negligence on the part of Lessor.
12.3 Furthermore, Lessor shall in no case be liable for errors of the Lessor's staff, or of persons that are brought in by Lessor for the performance of the rental agreement, except in case of intent or gross negligence on the part of Lessor.
12.4 Subject to explicit written confirmation, Lessor shall in no way be bound to arrangements with subordinate members of Lessee's staff.
12.5 Lessor accepts no liability of any kind for errors or deficiencies in information provided by any third party or Lessee.
12.6 Lessor accepts no liability of any kind for external disasters, for example water damage as a result of leakage of the rental object, for example in case of the rental of storage/sea containers, vehicles, lunch trucks, etc.
12.7 Lessor will in no case be liable in any way to any third party for damage during or after repairs, inspections, assembly, disassembly, storage or maintenance, etc. of equipment.
12.8 Lessor will in no case be liable in any way for contamination and illness as a result of the use of "unclean water" as a result of which bacteria and viruses can occur.

Cancellation

- 13.1 In case of cancellation of the agreement by the client for whatever reason, Lessor reserves the right to demand performance.
13.2 If Lessor accepts cancellation, Lessor shall be entitled to charge Lessee for all the costs incurred as well as a percentage of 25% of the amount that is involved in the agreement with regard to loss of revenues.

Suspension and dissolution

- 14.1 If Lessee does not, or does not properly fulfil his obligations under the signed agreement on time, or if there is a reason to expect this, or in case of bankruptcy or suspension of payment of Lessee or in case of cessation, sale or liquidation of his company, Lessor shall be entitled to suspend the performance of the agreement for a reasonable period, or to dissolve the agreement without any liability, in the broadest sense of the word.
14.2 The claim with regard to the part of the agreement already performed, as well as the damages resulting from the suspension or dissolution, including lost revenues, shall be claimable immediately.

Applicable law/disputes

- 15.1 All agreements entered into by Lessor shall exclusively be subject to Dutch law.
15.2 All disputes that arise pursuant to, or ensuing from, agreements entered into with Lessor shall be brought before the competent court in the place where Lessor is established or another court in the Netherlands to be indicated by the Lessor, under the application of Dutch law.

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