

GENERAL SALES, DELIVERY, ASSEMBLY AND RENTAL CONDITIONS SYNDUS GROUP

Content:

- Chapter 1: General
- Chapter 2: Deliveries
- Chapter 3: (Sub)contracting and hiring
- Chapter 4: Rental

CHAPTER 1: GENERAL

Article 1: Definitions and applicability.

1. In these General Terms and Conditions of Delivery (GTCD) the terms below are understood to mean the following:
 - SYNDUS: Syndus Holding B.V. (KVK 21018080), and/or one of its subsidiaries or a legal entity or company with which it is affiliated in a group as referred to in Article 2: 24b of the Dutch Civil Code, by or on whose behalf these conditions have been declared applicable;
 - Client: the party with whom SYNDUS negotiates about the formation of the Agreement and/or with whom SYNDUS concludes the Agreement;
 - Agreement: the agreement between SYNDUS and the Client with regard to the execution of the Performance (including the associated appendices);
 - Performance: the performance to be executed by SYNDUS according to the Agreement, consisting of the delivery of goods and/or the execution of works and/or the carrying out of activities and/or services and/or other work and activities related thereto, as well as rental;
 - Location: the place where the Performance must be executed;
 - Principal: a counterparty of the Client to an agreement of which the realization or execution of the Work is a part of;
 - Work: the whole of work and deliveries, contracted by the Client with third parties, in the context of which the Performance is executed.
 - Parties: SYNDUS and the Client.
2. These GTCDs apply to the Agreement as well as to all requests, quotations, offers, orders, order confirmations, agreements and other legal acts with regard to the Performance to be executed by SYNDUS, and more generally with regard to the sale, delivery and/or assembly of items by SYNDUS.
3. An appeal by the Client to agreed upon deviations from and/or additions to these GTCDs can only be proven by means of a document duly signed by SYNDUS.
4. General terms and conditions, under whatever name, of the Client do not apply to the Agreement, even if the Client is the first referrer under Article 6: 225 paragraph 3 of the Dutch Civil Code.
5. If a provision from the Agreement conflicts with or deviates from a provision from this GTCD, the provision from the Agreement will prevail.
6. The invalidity of a provision from the Agreement and/or from these GTCD has no consequences for the validity of other provisions of the Agreement and these GTCD. The parties undertake to achieve a result by means of a further agreement that corresponds materially (as much as possible) to the situation as if the relevant provision were valid.
7. If the Agreement (partly) relates to the delivery of goods, irrespective of the title of the Agreement, in addition to Chapter 1: General, Chapter B: Deliveries apply. In the event of a conflict between provisions from both chapters, the provisions of Chapter B: Deliveries prevail.
8. If the Agreement (also) relates to the contracting of work or hiring, regardless of the title of the Agreement - in addition to Chapter 1: General, Chapter 3: (Sub)contractor and hiring also applies. In the event of a conflict between the provisions of both chapters, the provisions of Chapter 3: Acceptance and lending take precedence.
9. If the Agreement (also) relates to the rental of goods, regardless of the title of the Agreement - in addition to Chapter 1: General, Chapter 4: Rental of goods also applies. In the event of a conflict between provisions from both chapters, the provisions of Chapter 4: Rental of goods will prevail.
10. These GTCDs are also stipulated in favor of auxiliary persons of SYNDUS, whether or not employed, and are hereby accepted in advance by SYNDUS on behalf of those third parties on the basis of Article 6: 253 DCC, both as a means of defense as referred to in Article 6: 257 DCC as otherwise.
11. In case of translation of this GTCD into a language other than Dutch, only the Dutch language is authentic for the interpretation of this GTCD.

Article 2: Offers from SYNDUS.

1. A request to SYNDUS to submit a quotation is always without obligation and free of charge for the Client, unless costs for the quotation have been agreed upon or reserved by SYNDUS at the time of or prior to the quotation.
2. Offers can always be revoked by SYNDUS on the basis of Article 6: 219 paragraph 2 of the Dutch Civil Code over the course of three working days after receipt of their acceptance.
3. Offers are always based on the following principles, regardless of any stipulation to the contrary on the part of the Client:
 - a. The factual information provided by the Client is correct and complete, so that SYNDUS can correctly assess the scope and cost of the Performance offered under the quotation;
 - b. The Location is free from buildings, paving and other works or provisions of a material nature.
 - c. At least 10 hours per day can be made and worked on working days without waiting hours at the Location and/or at the location of the Work through no fault of SYNDUS;
 - d. The Location is and will remain freely approachable, accessible and passable for SYNDUS and the material and equipment to be used by it for the Performance, or at and for the Work, including loading and unloading thereof;
 - e. The Performance can be executed within the framework of the applicable safety and other statutory regulations;
 - f. The Performance can be executed without hindrance and without interruption by SYNDUS;
 - g. The Client will provide sufficient parking space for SYNDUS, its employees and third parties employed by SYNDUS, as well as for facilities for general and direct lighting of the Location and/or the Work, at all times free of costs for SYNDUS;

- h. Prices are based on the taxes, levies, wages, social security contributions, material and raw material prices and other costs applicable on the date of the quotation;

Any deviation from the principles stated under a-h above and/or the Client's failure to (timely) fulfill its obligations arising from Article 3 paragraph 7 of these GTCD, entitles SYNDUS to charge additional work and/or additional costs resulting therefrom, as well as on a term extension of its Performance, without prejudice to SYNDUS' other legal and contractual rights.

Article 3: Formation and content of the Agreement.

1. An Agreement is only concluded:
 - a. Until after the Client has signed the unaltered Agreement that SYNDUS sent to the Client with the request to the Client to return it unaltered and signed within 8 days after the date of receipt, or
 - b. If the Client fails to return the Agreement within 8 days of the date of receipt, by not objecting in writing to the content of the Agreement, or
 - c. When SYNDUS commences the performance of the Agreement, unless this is made under reservation, in which case such reservation also forms part of the Agreement.In these three cases, the Client is deemed to have accepted the Agreement on the terms and conditions stated in the Agreement and subject to the applicability of these GTCDs.
As long as the Agreement has not been signed and returned, the Client cannot claim any performance thereof from SYNDUS.
2. If two or more Clients have (are deemed to have) jointly accepted the Agreement, they are jointly and severally bound to SYNDUS with regard to all obligations arising from it on their side.
3. If the Agreement contains obvious contradictions and/or errors and/or omissions, the Client must notify SYNDUS of this in writing as soon as possible before the Client signs, or executes the Agreement (if this is happening earlier). In the absence thereof, the Client is liable towards SYNDUS for all damage arising from (one or more of) those circumstances, whatever.
4. Additions and changes to provisions in the Agreement can only be proven by the Client towards SYNDUS by means of a document duly signed by SYNDUS.
5. Unless otherwise agreed, the drawings, technical specifications, regulations, reports of the Client or a Principal do not apply.
6. All activities not specifically mentioned in the Agreement do not form part thereof and cannot be implicitly considered to form part of the obligations of SYNDUS.
7. Unless otherwise agreed in writing, and without prejudice to the provisions of article 2 paragraph 3 of these GTCD, the following activities, facilities and costs will in any case be for the account of the Client and to be executed by the Client in a timely and proper manner:
 - a. Value added tax (VAT);
 - b. Taking all necessary traffic provisions, obtaining any permits and payment of precarious rights or other government levies with regard to the execution of the Performance on site;
 - c. Connection costs, closing costs and consumption costs of gas, water and electricity;
 - d. Inspecting materials, equipment and materials at the request of the Client, and the costs of those inspections;
 - e. Conducting soil-related surveys, including, but not limited to, geotechnical surveys, environmental surveys, surveys of underground works or facilities;
 - f. Making calculations and drawings;
 - g. (Height) Dimensions, measurement work as well as the checking and maintenance thereof during execution;
 - h. Necessary demolition, cutting, propping and repair work on structures or otherwise;
 - i. Installing auxiliary structures, necessary for stabilizing other structures in the area;
 - j. The removal of all obstacles in, on and above the ground that impede the execution of the Performance or can cause damage;
 - k. Taking provisions or measures to prevent noise nuisance, damage to the environment, barriers, installations, information carriers, cables, pipelines and pavements, as well as repairing them in the event of damage or loss;
 - l. Client commission;
 - m. Shielding and surveillance of the Location;
 - n. Making safety, purchase and sanitary facilities available in accordance with Working Conditions legislation;
 - o. Drawing up quality, safety and inspection plans;
 - p. Aftercare and monitoring;
 - q. Costs of providing and continuing a bank guarantee or surety or other forms of security;
 - r. Costs as a result of finding/removing materials containing asbestos, or costs associated with conducting a soil investigation into the presence of asbestos in the soil;
 - s. Costs specific to specific finishing requirements imposed by the Client;
 - t. Costs caused by vandalism or any external disaster;
 - u. Inspections of the site on/to/in which the Performance is executed by SYNDUS, and, where necessary, restoring the accessibility and/or capacity of the site for the transport of equipment, materials and personnel, and drawing up a (new) site development plan including associated bearing capacity calculation in accordance with the SBRCURnet Directive 689.2016 and AC 2004-1 ("Accessibility of construction sites" and "Assessment system for accessibility of construction sites"), then in relation to the equipment to be deployed by SYNDUS.
8. SYNDUS is always entitled to have the Performance (partly or exclusively) executed by third parties, without the Client being able to attach further conditions to it.

Article 4: Execution of the Agreement, advice on designs and materials.

1. The Agreement will be executed based on an Execution Plan drawn up by SYNDUS.
2. The Client must, in consultation with SYNDUS, make the Location available on the first day of the week agreed for the execution of the Performance. In consultation between the Parties, it is determined on which day of the agreed week the execution of the Performance will start.
3. If it is not possible for SYNDUS to commence its activities in the agreed week, either due to force majeure at the Client, due to circumstances at the risk or expense of the Client, or due to an amendment to the Agreement or the conditions for its execution, the Client will inform SYNDUS about this in writing as early as possible, but no later than two weeks in advance. In those cases, as well as otherwise if SYNDUS cannot commence or continue with the performance of the Performance due to the actions of the Client or due to circumstances in its risk sphere, SYNDUS will be compensated by the Client for the resulting damage for SYNDUS (including interruption costs, business interruption and consequential damages), without prejudice to the other rights of SYNDUS.
4. If SYNDUS is prevented from implementing or fully implementing the Agreement due to changed circumstances, force majeure at the Client or suspension of the work, SYNDUS has the right to adjust the execution of the Agreement/the Performance. In doing so, SYNDUS takes into account the legitimate interests of the Client. Force majeure on the part of the Client never includes the

- bankruptcy of any contracting party of the Client, a strike or lock-out at the Client or its contracting parties, nor transport or work bans or other instructions from the competent authority with regard to the Performance or the Rental Property.
5. Without the prior written consent of SYNDUS, the Client is not permitted to contact or maintain contact with the employees of SYNDUS or the third parties employed by SYNDUS, nor to these to request a quotation and/or offers for any changes or extensions with regard to the Performance.
 6. If construction or other meetings are held between the Client and the Principal without SYNDUS being present, the Client will inform SYNDUS about matters that have arisen in so far as they relate to the Performance, including the relevant passages from the reporting thereof.
 7. The Client undertakes to provide SYNDUS in a timely manner with all data or information that is useful and necessary for the proper execution of the agreement in the form indicated by SYNDUS, and furthermore to (continue to) provide all cooperation requested by SYNDUS. Failing this, the Client will be in a default of creditors towards SYNDUS, without any further default notice.
 8. Terms and dates communicated by SYNDUS or included in quotation, plan of action, Agreement, or any other document whatsoever, are exclusively indicative and do not apply as strict deadlines or dates for fulfillment as referred to in Article 6:83 opening lines and under a DCC. SYNDUS can only become in default after proper notice of default in accordance with Article 6:81 paragraph 1 of the Dutch Civil Code, whereby the Client must consult with SYNDUS about the determination by the Parties of a reasonable period for compliance to be set by the Client in the circumstances of the case.
 9. Specifications provided by SYNDUS in any way with regard to the Performances are not binding, and failure to comply with them does not constitute a shortcoming, unless they are included in documents signed by both Parties.
 10. Working days are considered unworkable between the Parties if the weather is such that SYNDUS cannot guarantee the quality to be delivered by it or otherwise cannot reasonably be expected of Syndus to perform work under the Agreement.
 11. Unless otherwise agreed, a five-day working week is assumed. Work to be executed outside the normal working hours or working days applicable at SYNDUS will be paid by the Client to SYNDUS as additional work.
 12. If new technical specifications must be laid down for repeat orders, the Client is obliged to pay a fee for this to SYNDUS, in accordance with SYNDUS' usual rates.
 13. SYNDUS will perform the Performance under the Agreement with due observance of the tolerances customary in the industry. If SYNDUS disputes the appeal hereto, the Client must prove that the deviations fall outside the usual tolerances. Deviations within these tolerances do not give the Client any claim against SYNDUS.
 14. SYNDUS is not liable for designs supplied and/or elaborated by or on behalf of the Client, nor for advice on this. SYNDUS is responsible for designs made by SYNDUS in accordance with articles 11 and 12 of these GTCDs. The Client is solely responsible and liable for the suitability of parts or materials prescribed or made available by the Client, and any consequences of their unsuitability in the context of the Performance and its use.
 15. In the case of designs not made by or on behalf of SYNDUS, the obligations of SYNDUS are always limited to the production of the Performance in accordance with the Agreement, and it will ensure the soundness of the goods used for this if and insofar as these are not prescribed by the Client. Items not prescribed by the Client can be examined by the Client at his expense. After processing of the goods, the Client cannot (any longer) invoke non-conformity with regard to non-functionality or other defect, unless the Client could not reasonably have discovered it during an investigation such as the aforementioned.
 16. Insofar as the Client, in addition to what was agreed between the Parties, wishes to transfer the responsibility for the design of the Performance or a part thereof to SYNDUS, the Client is obliged to give SYNDUS sufficient time for the execution of its desired investigation, in order to be able to arrive at a well-considered judgment about this transition. SYNDUS is never obliged to accept this. In such a situation, the Client will provide SYNDUS with all documents and information that are reasonably necessary to be able to arrive at a well-considered judgment. SYNDUS is authorized to charge the costs of its internal investigation and the investigation costs of third parties to the Client, even if SYNDUS does not respond positively to the Client's request.

Article 5: Legislation, regulations and permits.

1. The Client guarantees to SYNDUS that the Performance and its execution are covered in concrete terms by the necessary approvals and permits, and that the charges and payments due for this have been paid or will be paid on time. SYNDUS has the right to inspect and copy those approvals and permits free of charge.
2. SYNDUS ensures compliance with the Foreign Nationals Employment Act, the Aliens Act, the Allocation of Workforce by Intermediaries Act and the Sham Constructions Approach Act.

Article 6: Insurance.

1. The Client is responsible for insurance for the Work from the start thereof up to and including the end of the maintenance period, at least up to and including the completion of the Work, by means of the contracting or having it entered into and (through correct premium payment, among other things) to maintain a CAR insurance against all material damage, loss or destruction, by whatever cause, with the setting aside of article 7: 951 DCC and, where necessary, 7:93 DCC, for such an amount that from the payment under that insurance the costs of clearing, repair or replacement of that which has been damaged or lost can be paid.
2. The CAR policy will stipulate that in any event of damage, the insurance money will be paid to whom the item/items in question belong. Deduction for own risk will never be higher than 1% of the fee for the Performance at the expense of SYNDUS and will be reimbursed for the excess by the Client to SYNDUS. The client is never entitled to set off any damages or payments in this respect against the amounts due to SYNDUS.
3. The insurance covers at least:
 - a. The damage that arises as a result of loss and/or material damage to (part of) the Work, as well as all additional work, additional work, changes, all materials and building materials, constructions, parts and furthermore all temporary and/or auxiliary works, auxiliary materials and all other objects to be used for the purpose of the Work;
 - b. The liability for damage resulting from or related to the execution of the Work on the construction site and/or in the immediate vicinity thereof, including damage caused by work equipment subject to WAM.
 - c. Material damage to and/or loss of property of the Client and/or Principal, which is caused by the performance of the Performance.

The Client cannot derive any rights from the results of a viewing and/or testing.

The Client guarantees that the CAR insurance does not contain any exclusions affecting the Performance of SYNDUS, and that in the policy all parties involved in the performance of the Work and their employees or auxiliary persons are regarded as third parties towards each other.

4. The Client is obliged to provide SYNDUS with the policy, the general policy conditions and the clauses in a copy before the commencement of the execution of the Performance, and to demonstrate that there is actual cover at SYNDUS' request.
5. The Client indemnifies SYNDUS in and out of court against claims for compensation for which the CAR insurance does not give a claim to payment as a result of the Client's failure to fulfill its obligations under this article 6.

6. Work in this article always includes the Performance to be delivered by SYNDUS under the Agreement.

Article 7: Suspension and settlement.

1. If the Client does not comply with any of its obligations towards SYNDUS and/or one of its subsidiaries or a legal person or company with which it is associated in a group as referred to in Article 2: 24b of the Dutch Civil Code, SYNDUS is entitled to fully suspend obligations towards the Client until the Client has fully complied with its aforementioned obligations, without this suspension having to be in reasonable proportion to the shortcoming of the Client.
2. The Client is not entitled to set off amounts owed by it to SYNDUS in connection with the Agreement or for any other reason against claims of SYNDUS against the Client. Nor is the Client authorized to invoke any right of suspension against SYNDUS. The Client unconditionally and irrevocably waives its right of suspension and/or right of retention and any right to set-off towards SYNDUS.
3. In the event of a suspension of payments or application for this or in the event of (imminent) bankruptcy of the Client, or in the event of an offer of a composition that is not regulated in the Bankruptcy Act, or in the event of closure, liquidation, takeover or any comparable situation of the company of the Client, SYNDUS has the right to fully suspend the fulfillment of its obligations towards the Client, until SYNDUS has obtained sufficient security in a form and size to be specified by SYNDUS from the Client or from a third party.
4. In the situations provided for in paragraphs 1 and/or 3 of this article, all obligations of the Client towards SYNDUS are immediately due and payable, and SYNDUS is also entitled to dissolve out of court without notice of default.
5. The use of the powers of SYNDUS under this article can never constitute grounds for any obligation to pay compensation towards the Client.

Article 8: Non-transferability.

1. Without the prior written consent of SYNDUS, the Client is not authorized to transfer the claims against SYNDUS under the Agreement or the goods delivered by SYNDUS under it (whether or not conditional), or to make them the subject of a limited right in rem (Article 3: 83 paragraph 2 DCC, whereby the property law effect of this clause is intended in the sense of the Supreme Court of 21 March 2014, ECLI: NL: HR: 2014: 682).

Article 9: Resources, intellectual property and privacy.

1. Data, models, drawings, images, calculations, working methods, protocols, descriptions and procedures, as well as items provided by SYNDUS as resources, remain (regardless of any contribution from the Client to the costs thereof) fully and exclusively the property of SYNDUS and, other than for the benefit of the Performance, are not multiplied, copied or made available to third parties by the Client or made public, nor used in any other way.
2. The Client guarantees that the execution of the Performance will not infringe the intellectual property rights (including copyright, patent law, design right and trademark law) of third parties. The Client indemnifies SYNDUS in and out of court against claims from third parties due to infringement of these rights and will compensate SYNDUS on first request for all damage resulting therefrom, including interest and costs.
3. The Client is not permitted to use the SYNDUS name and/or the SYNDUS logo in any way without prior written permission from SYNDUS.
4. Unless otherwise agreed in writing with the Client, SYNDUS may, without further restrictions, store, process and (re) use all information that SYNDUS obtains during the performance of the Agreement.
5. The Client guarantees that all data that he makes available to SYNDUS have been obtained in a lawful manner and made available to SYNDUS in a lawful manner, and that the data (and the provision or use thereof) do not infringe the (property, personality or privacy) rights of third parties.
6. The Client is obliged to immediately report in writing to SYNDUS any data breaches involving personal data in respect of which SYNDUS is the controller or processor within the meaning of the Personal Data Protection Act.
7. The Client indemnifies SYNDUS in and out of court against all claims or actions by public authorities and/or individuals against SYNDUS arising from any infringement by the Client and/or its data processor of the rights of third parties or obligations arising from applicable privacy legislation, such as those during the duration of the execution of the Agreement are or become in force, including but not limited to those implementing Regulation (EU) 2016/679 of 27 April 2016.

Article 10: Disputes and applicable law.

1. The Agreement is governed by Dutch law, with the exclusion of the Vienna Sales Convention (Trb. 1986, 61).
2. All disputes arising from or in connection with the Agreement, including those considered as such by only one of the Parties, will be settled by arbitration by the Arbitration Board for the Construction Industry in accordance with its statutes as these three months. For the Agreement, unless SYNDUS indicates after the dispute has arisen that it will have the dispute settled by the Zeeland-West Brabant District Court (location Middelburg) or by the body as determined in the agreement between the Client and the Principal in respect of any Work on which or for which SYNDUS delivers its Performance, to which choices SYNDUS remains authorized at all times.
3. The Client undertakes vis-à-vis SYNDUS to always respect the provisions of paragraph 2 of this article, as well as any choice of SYNDUS to be made thereunder for the other dispute resolution body (ies) described therein, and not to dispute them in court, on pain obligation to reimburse all resulting costs for SYNDUS, including those of legal assistance, court fees, arbitration costs, execution costs, etc., also insofar as they exceed the costs of the proceedings awarded in any case and/or exceed the legal costs to be liquidated according to the usual rates.

Article 11: Guarantees.

1. Unless explicitly stated otherwise in the Agreement, SYNDUS does not provide any guarantees with regard to the Performance, and its obligations are determined by the requirements of good and sound work.
2. Warranty obligations described in any agreement between Client and Principal do not apply to SYNDUS, nor do warranty obligations described in any document issued by Client, unless SYNDUS has explicitly accepted any warranty obligation.
3. Any possible guarantee obligation of SYNDUS is at all times limited to the guarantee that the delivered goods are free from defects that are the direct result of material and/or construction faults for a period of twelve months after delivery. Insofar as this concerns goods that SYNDUS has had manufactured or purchased from third parties in the context of the Agreement, the guarantee is, in deviation from this, limited to the guarantee that SYNDUS actually appears to be able to realize with these third parties.
4. Compliance with any agreed upon guarantee can only be demanded by the Client if the Client invokes the guarantee by registered letter within 8 days after the defect has been discovered or could reasonably have been detected. If this term is exceeded, the

warranty claim will lapse, unless the Client proves that the exceeding of term cannot be attributed to him and the warranty has been invoked as soon as this was reasonably possible.

5. No claim can be made under warranty if:
 - a. The Client has prescribed a specific working and/or construction method;
 - b. There is improper usage;
 - c. Defects are the result of unsuitability of items originating from or prescribed by the Client;
 - d. Defects are the result of defects in or unsuitability of materials or means used by the Client;
 - e. The Client has carried out or has carried out recovery, repair or assembly work on the goods without the prior consent of SYNDUS;
 - f. Defects are the result of normal wear and tear or of the lack of (adequate or timely) maintenance of the goods, or of defectiveness or insufficient cohesion in the underlying construction(s), or of mechanical influences from outside;
 - g. The literature and/or technical specifications made available by SYNDUS do not form an integrated part of the Agreement, and the Client nevertheless bases the warranty claim on those documents;
 - h. The Client has not complied with the specifications and regulations that apply to the delivered goods on the basis of the information made available by the manufacturer and/or SYNDUS.
6. The Client can only demand fulfillment of any guarantee if and after the Client has fulfilled all its obligations under the Agreement towards SYNDUS.
7. Costs for changes in or repairs to the goods delivered by SYNDUS, which the Client has carried out itself or has had by third parties without the prior consent of SYNDUS, will never be borne by SYNDUS. Costs related to work carried out by third parties to enable SYNDUS to perform its warranty obligations under this article will never be borne by SYNDUS and will be borne by the Client.
8. The client is obliged to cooperate in an investigation carried out by or on behalf of SYNDUS into the validity of the warranty claim. The outcome of that investigation, if carried out by an independent third party, is binding on the Parties with regard to the factual findings and conclusions based thereon. The costs of that external investigation will be borne by the party whose judgment is largely or entirely rebutted by the outcome thereof, unless the Parties have agreed on a different division in advance.
9. SYNDUS is only obliged under the guarantee to repair, replace or still correctly assemble goods or parts thereof delivered by SYNDUS at its expense. The goods or parts replaced thereby become the property of SYNDUS at that time.

Article 12: Liability and indemnity.

1. SYNDUS is only liable for any damage suffered by the Client as a result of a failure by SYNDUS to fulfill its obligations under the Agreement, in the event of intent or gross negligence on the part of SYNDUS or the persons it employs. Any liability of the persons employed by SYNDUS, as well as any liability of SYNDUS for a date-related malfunction and damage (also) arising therefrom is excluded.
2. In terms of scope and composition, SYNDUS' liability is always limited to what is paid out under the AVB insurance taken out by SYNDUS in any specific case (also in the event of a reduction due to any deductible that may be charged to SYNDUS).
3. If, for whatever reason, the liability insurance does not provide a claim to payment, any liability is in any case limited to an amount of 0.25% for each whole percent by which the number of working days included in the planning has been exceeded (whereby unworkable days of the overrun will be deducted). Furthermore, the liability of SYNDUS is at all times limited to a maximum of 5% of the fee for the Performance under the Agreement.
4. Late delivery as a result of force majeure on the part of SYNDUS or any of its auxiliary persons can never lead to any obligation to pay compensation towards the Client, dissolution of the Agreement by the Client or the invocation of suspension by the Client, in the context of the Agreement or other agreements with SYNDUS. Force majeure is in any case understood to mean circumstances that make fulfillment by SYNDUS impossible or particularly difficult, including (but not limited to): wars, nuclear reactions, natural disasters, legal or factual obstacles, delayed delivery of materials ordered by SYNDUS on time, transport difficulties, mechanical and other operational disruptions in SYNDUS, fire, strike, vandalism, occupation, pandemic and cyber-attack.
5. Exceeding the delivery time or non-fulfillment otherwise without force majeure can, without prejudice to what is otherwise stated in this article, only lead to compensation for damage on the part of SYNDUS.
6. The client can never be compensated for more or other than his direct damage. SYNDUS is not obliged to pay compensation for any consequential damage, by whatever name and from which it may arise.
7. Without prejudice to the rights which SYNDUS can derive from the provisions of Article 6:89 of the Dutch Civil Code, any claim to compensation will in any case lapse if the Client had known of or could reasonably have known about the facts on which the claim is based, which claim has been brought before the competent authority.
8. The Client indemnifies SYNDUS in and out of court, and SYNDUS has the right to recover from the Client:
 - a. Claims from third parties (including Principal) against SYNDUS for compensation for damage suffered in connection to a shortcoming of SYNDUS in the fulfillment of its legal obligations, or of its obligations under the Agreement or an unlawful act of SYNDUS or its employees or auxiliary persons;
 - b. Claims of employees of the Client, its employees or auxiliary persons or secondary contractors on SYNDUS;
 - c. Fines and/or punitive measures imposed on SYNDUS in connection with the Client's failure to comply with laws and regulations;
 - d. All costs, damage and interest that pursuant to the Agreement, including this GTCD, are not for the account of SYNDUS in its relationship to the Client.

At SYNDUS' first request, the client will pay the relevant amount (principal sum, interest and costs), to be increased by statutory interest from the time of payment by SYNDUS, without prejudice to SYNDUS' right to compensation for the actual damage, and without prejudice to SYNDUS' right to demand compensation other than in money, on the basis of Article 6: 103 of the Dutch Civil Code, even without a court decision to that effect.

Article 13: Prices and rates, invoicing and payment.

1. Prices and rates are in Euros (unless another legal tender has been agreed), always excluding VAT and excluding any travel and accommodation costs.
2. If, after the offer has been sent or after the conclusion of the Agreement, yet before delivery, one or more price determination factors such as purchase prices of goods, material or parts prices, wage costs, levies, taxes, exchange rates and the like increase(s), SYNDUS has the right to adjust prices or rates accordingly, even if these price increases are the result of circumstances attributable to SYNDUS.
3. SYNDUS will notify the Client in writing as soon as possible of the adjusted prices in accordance with the second paragraph of this article. If the price increase is more than 10% of the original price or of the original rate, the Client has the right to dissolve the Agreement within 7 calendar days after sending the aforementioned notification, if this is reasonable in view of the circumstances of the case. A dissolution on the basis of this paragraph does not entitle either party to compensation for any damage. The

- compensation for that which was already carried out by SYNDUS under the Agreement at the time of receipt of the statement of dissolution and the costs incurred up to that time in the performance of the Agreement, remain payable by the Client to SYNDUS. The administration of SYNDUS provides compelling evidence of the amount of this compensation and costs.
4. Prices and rates are based on the unimpeded and uninterrupted execution of the Performance by SYNDUS. In the event of a delay in the execution of the Performance, which is not the result of circumstances within SYNDUS' business operations, the Client is obliged to reimburse SYNDUS for the additional costs resulting from such a delay, based on SYNDUS' usual rates. . This also includes costs caused by third parties that are not involved by SYNDUS in the execution of the Agreement. The SYNDUS administration provides compelling evidence of the extent of the delay and its costs.
 5. Unless otherwise agreed in writing, the Performance of SYNDUS does not include: groundwork, pile driving, cutting, breaking, foundation, masonry, carpentry, plastering, painting, wallpapering, repair or any construction work, nor the connection to the sewer, gas, water or electricity networks, hoisting and hoisting works, measures to prevent damage, nor the costs of supply and removal of materials.
 6. Payment takes place in accordance with the Agreement and in any case in accordance with the progress of the work under the Performance.
 7. The setting of requirements by the Client for the layout of invoices and/or the documents to be submitted or data to be provided therewith, and whether or not they have been or will be fully complied with, will never affect the collectability of the claims of SYNDUS. , nor to the Client's payment obligations towards SYNDUS.
 8. Payment must be made within 30 days of the invoice date, unless a different payment term has been agreed in the Agreement. If this period is exceeded, calculated each time from the invoice date up to the day of full payment, the Client will owe the statutory interest under Article 6: 119a of the Dutch Civil Code. SYNDUS is entitled to allocate any payment by the Client to the capital sum, interest and costs in the manner to be determined by SYNDUS, even if the Client has stated a different allocation or description with its payment. SYNDUS will inform the Client of this (deviating) allocation in writing.
 9. If the payment term is exceeded, the Client will also owe the extrajudicial collection costs on the outstanding principal and the interest due pursuant to Article 6: 119a of the Dutch Civil Code, whereby SYNDUS is entitled to fix these extrajudicial collection costs on the rates stated in the Decree on compensation for extrajudicial collection costs, with a minimum, however, of EUR 250 excluding VAT.
 10. In the event SYNDUS proceeds to legal collection, all costs incurred by SYNDUS in this respect will be borne by the Client, including those which exceeds the usual liquidation rates, whereby the administration of SYNDUS applies as mandatory proof between the Parties for the existence and the extent of those costs. cost.
 11. Insofar as SYNDUS may have any payment obligation towards the Client, SYNDUS is entitled to set off claims of SYNDUS group companies as referred to in Article 2: 24b of the Dutch Civil Code and/or to suspend the fulfillment of its payment obligation in connection with those claims.

Article 14: Changes, additional and less work.

1. SYNDUS is entitled to full compensation for the financial consequences of a change to the Performance and/or the related postponement of the delivery/completion date and/or agreed milestones, based on SYNDUS' usual rates. In the event of contracting work, the Client is only entitled to request changes to the Agreement as referred to in Article 7: 755 of the Dutch Civil Code or otherwise if it has accepted the related financial and other consequences, as stated by SYNDUS.
2. SYNDUS is entitled to refuse a change to the Performance at the request of the Client if the execution of this change:
 - a. Results in an unacceptable disruption in the execution of the Performance by the standards of reasonableness or fairness, or
 - b. SYNDUS would require the execution of work that exceeds its technical knowledge and/or capacity, or
 - c. Endangers the safety of the project or person, or
 - d. Client is not prepared to accept the financial consequences of that additional work.
3. When SYNDUS makes a proposal for amendment, it must include a proposal that includes at least the following:
 - a. A description of the change and the way in which it intends to establish it;
 - b. Insight into the extent to which the change will lead to a change in the delivery / delivery date and any agreed milestones;
 - c. Insight into the financial consequences.Client will not withhold approval of a change proposal, unless important interests on the part of the Client oppose this, to be proved by the Client.
4. SYNDUS may attach conditions, of a financial or other nature, to approval to a change proposed by the Client.
5. Less work may only be ordered if the Client thereby pays SYNDUS a fee in the amount of 15% of the less work amount, in addition to and without prejudice to the further - including financial - consequences ensuing therefrom as stated in paragraph 1 of this article.
6. Changes to the Performance will in any case result in additional work to be paid by the Client if:
 - a. There is a change in the design, the specifications or the estimates;
 - b. The information provided by the Client does not correspond to reality;
 - c. Estimated quantities deviate by more than 10%.
7. Additional work is calculated on the basis of the price-determining factors that apply at the time that the additional work is executed. Less work is settled on the basis of the price-determining factors that applied at the time of the conclusion of the Agreement.
8. The Client is obliged to pay the price of the additional work as referred to in this article at SYNDUS' choice:
 - a. If the additional work occurs;
 - b. At the same time as the Principal is paid;
 - c. At the next agreed payment term.

Article 15: Shortcoming and termination, securities.

1. SYNDUS has the right to terminate the Agreement in whole or in part if there is a shortcoming on the part of the Client in the fulfillment of its obligations under the Agreement, and the Client has not remedied the shortcoming after a notice of default by SYNDUS within SYNDUS' deadline. It is not required that the shortcoming is also attributable.
2. SYNDUS has the right to terminate the Agreement in whole or in part without notice of default if:
 - a. There is (an application for) (i) bankruptcy, (ii) suspension of payments, (iii) (partial) liquidation or (iv) placed under guardianship of the Client or of the (legal) person who fulfills the obligations of The Client has provided a guarantor or has provided security, or with regard to (one of) them any (other) measure as stated in Annex A to EU Regulation 2015/848 of 20 May 2015 is applied, and/or
 - b. The Client transfers (parts of) his company or the control thereof in whole or in part, his company in whole or in part or discontinues the business operations in whole or in part and/or
 - c. Prejudgment or executory attachment is levied under the Client, and/or
 - d. SYNDUS has good reason to fear that the Client will not (be able to) fulfill its obligations under the Agreement.

3. All claims that SYNDUS may have or acquire on the Client in or arising from the situations referred to in paragraph 2 above, will be immediately and fully due and payable.
4. In the event of termination of the Agreement on the basis of this article, SYNDUS has the right not to use or consume the equipment and materials present on the construction site, supplied by or on behalf of the Client, without any costs, for the completion of the Performance, in the event of, among other things, an assignment from a third party (Principal or other interested party) to (further) perform the Performance on site.
5. The Client is obliged to provide the (further) securities at SYNDUS' first request as additional security for the (remaining) fulfillment of the Client's obligations towards SYNDUS, which are designated by SYNDUS, including but not limited to: bank guarantee, group guarantee, right of pledge on movable property and/or receivables, right of mortgage, transfer of conditional ownership, deposit, and combinations thereof.

Article 16: Confidentiality.

1. The Client is obliged to observe confidentiality with regard to all data, information and knowledge obtained from SYNDUS, both orally and in writing, of which the Client is aware or should have been aware of the nature thereof.
2. The Client guarantees that its employees and other auxiliary persons will adhere to the same confidentiality obligation.

Article 17: Inspection and approval.

1. The Performance will be inspected at the written request of SYNDUS to the Client, whereby SYNDUS indicates on which day the Performance will be ready, with due observance of a notice period of at least 5 working days.
2. The inspection will take place as soon as possible after the day referred to in paragraph 1 of this article. The day and time of inspection will be communicated by the Client to SYNDUS as soon as possible, but in any case, within 5 working days.
3. After the Performance has been inspected, SYNDUS will be notified in writing within 5 working days whether the Performance has been approved. If SYNDUS does not receive a message of approval or rejection within this period, the Performance deemed to have been accepted by the Client as in accordance with the Agreement.
4. If the Client rejects the Performance, it will inform SYNDUS of the reasons for the rejection. Re-inspection after withholding of approval takes place in accordance with the above provisions.

Article 18: Other provisions.

1. Headings above the articles are only intended to increase the readability of this GTCD and are not a means of interpretation.
2. Provisions from the Agreement and these GTCD that by their nature are intended to remain in force even after termination of the Agreement, will remain valid after termination of the Agreement.

CHAPTER 2: DELIVERIES**Article 19: Delivery of goods.**

1. Unless otherwise agreed in writing, delivery is EX WORKS, SYNDUS location. The transport of the goods is therefore at the expense and risk of the Client.
2. Breakage and/or damage occurring during loading, transport and/or unloading and pilings by or on behalf of the Client are at the expense of the Client, unless it is proven that the damage was caused by the fault of (employees of) SYNDUS.
3. Unloading and pilings outside SYNDUS' normal working hours can only take place after its prior written approval, unless stipulated otherwise in the Agreement.
4. Client is liable for damage to persons or property caused by damage or destruction of this packaging.
5. Deliveries will take place at the time specified in the Agreement or in accordance with the schedule established by the Parties.
6. If, for whatever reason, the Client is unable to receive the goods at the agreed time according to the established schedule, or fails or refuses to receive them, SYNDUS will keep the goods secure at the expense and risk of the Client and take all reasonable measures to prevent deterioration until delivery. Such storage means that the goods are deemed to have been delivered by SYNDUS in accordance with the Agreement.
7. If the Client will not be able to go through with the Performance at the time stated in the Agreement or in accordance with the delivery schedule established by SYNDUS, it is obliged to immediately notify SYNDUS of this in writing.
8. Without prejudice to the right of SYNDUS, at its own discretion and assessment, to claim compliance with the Agreement possibly with compensation, SYNDUS has the right, if the delivery (ies) cannot take place at the agreed time and according to the agreed time schedule, to terminate the Agreement in accordance with Article 15 of these AILV, or to dissolve or cancel it, through the actions of the Client or due to circumstances in its risk sphere, without being obliged to pay compensation for damage and costs to the Client, without prejudice to the other rights of SYNDUS.

Article 20: Transfer of risk and ownership, retention of title.

1. The delivered goods are at the risk of the Client from the time of delivery under article 19, and in any case from the moment of reception by the Client.
2. All goods delivered by SYNDUS are and remain its property until the Client has met all obligations arising from claims for which a valid extended retention of title can be made under Article 3:92 paragraph 2 of the Dutch Civil Code, including interest and costs towards SYNDUS.
3. The Client is obliged to keep (have kept) the identification marks SYNDUS put on the delivered goods intact, and to store them properly, as well as to insure them against the usual risks of damage and destruction. The Client is not authorized to use or consume the goods delivered under retention of title.

Article 21: Complaints.

1. Any complaint with regard to the delivery of goods must be made in writing within 5 working days after receipt of the goods, under penalty of forfeiture of any claim based on non-conformity.
2. No complaints can be made for items that are no longer present in the delivered condition, or that have been used, consumed or processed in or mixed with another item.
3. SYNDUS fully complies with its obligations in the event of a justified complaint by making a renewed delivery within a term to be set by SYNDUS, without being obliged to pay any additional compensation or performance towards the Client. Client gives SYNDUS the opportunity to repair, under penalty of loss of all claims.

CHAPTER 3: (SUB)CONTRACTING AND HIRING

Article 22: Assembly.

1. If the Parties have agreed to assemble the goods to be delivered by SYNDUS, the following applies:
 - a. The assembly work is and will remain limited to the goods delivered by SYNDUS and specified in the Agreement;
 - b. The client guarantees that all requirements for the lawful and efficient execution of the assembly work will be complied with necessary preconditions with regard to, among other things, Location, permits and the like;
 - c. SYNDUS is not liable for assembly work that falls outside the Agreement.
2. Furthermore, it applies that the Client must timely and at his expense arrange for:
 - a. Sufficient lockable storage and office space for materials, tools of personnel of or engaged through third parties by SYNDUS;
 - b. Permits, consents, exemptions and the like, required for the execution of the assembly work;
 - c. Sufficient water, gas, electricity, materials and tools;
 - d. Other provisions, aids and facilities that are prescribed by law and/or otherwise by the government in the context of the assembly work;
 - e. The possibility of timely commencement and subsequent unimpeded and uninterrupted performance of the assembly work at the Location by SYNDUS, in the absence of which damage is caused by delay in the start, execution and/or completion of the assembly work, due to circumstances not covered by the Agreement and these GTCD attributable to SYNDUS, must be reimbursed by the Client to SYNDUS. Article 13, paragraph 4, applies entirely mutatis mutandis.
3. All taxes, duties and other levies owed or to be owed by SYNDUS and/or the persons employed by SYNDUS (own personnel and personnel involved via third parties) in connection with the assembly work at the Location, will be borne by the Client, also above the amount of the agreed price.
4. Travel and accommodation costs, not included in the price stated in the Agreement, are at the expense of the Client and calculated in accordance with the rates applicable at SYNDUS and otherwise on the basis of cost price.

Article 23: Delivery.

1. The Performance is considered to be delivered by SYNDUS and accepted by the Client in the following cases:
 - a. If the Client has approved this;
 - b. If the Performance has been taken into use by the Client, whereby a part of the Performance is taken into use as delivery and acceptance of that part;
 - c. If SYNDUS has notified the Client in writing that the Performance has been completed, and the Client has not made it known in writing within 14 days of this notification whether or not it has been approved;
 - d. If the Client does not approve the Performance on the basis of minor defects or missing parts that can be repaired or delivered within 30 days and that do not prevent the Performance from being put into use.
2. If the Client does not approve the Performance, (s)he is obliged to must notify SYNDUS in writing, stating reasons. The Client must always give SYNDUS the opportunity to deliver the Performance as yet.
3. The Client indemnifies SYNDUS against claims from third parties for damage to parts of the Performance that have not been delivered, caused by the use of parts of the Performance that have already been delivered.

Article 24: Warranty for assembly.

1. Unless otherwise agreed in writing, SYNDUS guarantees the proper execution of the Performance for a period of six months after delivery or completion. If a different warranty period has been agreed, the other paragraphs of this article also apply.
2. If the Performance has not been executed in accordance with the requirements of good and proper work, SYNDUS will, at its option, still perform it properly or credit the Client for a proportional part of the invoice. If SYNDUS opts for proper execution, SYNDUS itself determines the manner and time of the execution. If the Performance (partly) consisted of the processing of material supplied by the Client, the Client must timely deliver new material at its own expense and risk, without being entitled to compensation of the costs thereof towards SYNDUS.
3. Parts or materials that are repaired or replaced by SYNDUS must be sent to SYNDUS by the Client.
4. All transport and shipping costs, costs for disassembly and assembly, as well as travel and accommodation costs are at the expense of the Client.
5. The client must in all cases offer SYNDUS the opportunity to repair any defect or to carry out the processing again.
6. The provisions of article 11 apply, insofar as this article 24 does not deviate therefrom.
7. The provisions of paragraphs 2 to 6 of this article apply mutatis mutandis to any claims by the Client on the grounds of failure to perform, non-conformity or on any other basis whatsoever.

Article 25: Chain and hiring liability

1. Before the start of the execution of the Agreement - and in the event of changes to the data during the execution of the Agreement, prior to the change in question - SYNDUS will, insofar as legally required and is allowed, provide the data (as referred to within the framework of the Lessee's and chain liability legislation, guidelines and execution regulations) of all SYNDUS employees involved.
2. At the request of the Client, SYNDUS will provide a copy of the statement with regard to its payment history at the Tax and Customs Administration as referred to in the legislation and guidelines established in the context of the Lessee's liability and chain liability, at the most once per quarter.
3. SYNDUS will conduct payroll administration in accordance with applicable tax laws.
4. If SYNDUS outsources the execution of the Agreement in whole or in part to a third party, as well as if it makes use of the workforce made available for the execution of the Agreement, SYNDUS has a best-efforts obligation to ensure that the applicable legal regulations are complied with by this third party. and the workforce made available. Insofar as non-compliance with these regulations would result in SYNDUS being held liable by third parties, the Client indemnifies SYNDUS in and out of court against all consequences thereof.
5. If the Client is held liable under Chapter VI of the Collection Act for allegedly unpaid (advance) premiums, social insurance, taxes and/or fines by SYNDUS or third parties engaged by it, the Client will immediately contact SYNDUS, and the Parties agree on the manner in which the Client defends itself against this, whereby the Client will put forward the positions submitted on the part of SYNDUS.

Recovery by the Client can only take place if this paragraph has been complied with by the Client, without prejudice to SYNDUS' other means of defense.

Article 26: Self-employed without employees.

1. If SYNDUS employs self-employed persons without personnel, or if the self-employed person employs such self-employed persons, SYNDUS will be responsible for ensuring that the self-employed person deployed will always implement the work exclusively on the basis of the model contract of Bouwend Nederland approved in advance by the Tax Authorities, or of an otherwise approved agreement in advance by the tax authorities.
2. SYNDUS also undertakes as a best-efforts obligation to ensure that the Employment Relationship Deregulation Act (DBA), or the statutory provisions to replace, supplement or further implement that act, by SYNDUS or the self-employed person employed by SYNDUS without personnel at any time during the term or performance of the Agreement will be complied with.

CHAPTER 4: RENTAL

Article 27: Definitions.

In this Chapter D, the following terms are used in the respective meanings:

- o Operating personnel: Personnel of or working for the Lessor who is responsible for the performance of the following Services: the set-up, operation and dismantling of the Equipment on the Site and the occasional transport of the Equipment.
- o Contractual Documents: the documents as stipulated in articles 3 and 4 of these GTCD, which, in conjunction with the Order Confirmation, govern the Agreement between the Parties.
- o Services: The Services that the Lessor performs for the Lessee, as described in the Quotation and/or Order Confirmation, for example the set-up, operation, dismantling and the occasional transport of the Equipment, against payment of the Price.
- o Equipment: The Equipment that the Lessor makes available and/or will make available under the Agreement, also referred to as "the rented property".
- o Lessee: The natural or legal person to whom Lessor rents out the Equipment and/or on whose behalf Services are executed. At the time the Services are requested from the Lessor, the Lessee agrees to indicate which persons within its company are authorized to request Services from the Lessor under this agreement. If the Lessee is part of a group of companies, the Lessee is obliged to indicate for which entity the Services are requested, failing which he is deemed to contract for himself.
- o Rent: The fee for the use of the Equipment (also referred to as Price or Rate or Rates), and/or the fee for any agreed Services.
- o Quotation: The document, issued by the Lessor, in which the services offered and the special conditions are included with regard to the rental of the Equipment and/or the performance of the Services.
- o Order Confirmation: The document, issued by the Lessor, with which he can confirm acceptance of the Quotation by the Lessee and which may also contain special conditions for the rental of the Equipment and the Services. The provisions of the Order Confirmation prevail.
- o Agreement: The agreement between the Lessor and the Lessee for the rental of the Equipment Lessee of Lessor, with or without additional Services, laid down in the Contractual Documents.
- o Return note: The document drawn up by the Lessor after the equipment has been handed in and after the usual checks have been carried out.
- o Parties: Lessor and Lessee.
- o Price: The fee for the rental of the Equipment and for the Services as stated in the Quotation and/or the Order Confirmation, and regulated in, among other things, articles 7 and 8 of these General Terms and Conditions.
- o Lessor: Arentis B.V. and/or one or more of companies or legal entities affiliated with SYNDUS in a group or otherwise affiliated with it, with whom an Agreement has been concluded with regard to Equipment and/or Services, or by whom an offer is made.
- o Site: The place or places where the Lessee carries out work for which he wishes to use the Equipment, specified by the Lessee when requesting a Quotation.
- o Work: The work carried out by the Lessee by means of or using the Equipment, including any improper use of the Equipment, in violation of the Contractual Documents by the Lessee.

Article 28: Rental period, cancellation, exceeding of the rental period.

1. The Agreement is entered into for at least the period stated in the Agreement. Extension of this period will be tacitly for the same periods each time, and always at least up to and including the day on which the Lessee notifies the Equipment to be canceled, whereby the Rent is due up to and including the day of collection.
2. Cancellation must be made in writing or by e-mail no later than 12:00 noon on the day prior to the day of collection.
3. The day of availability and the day of return are included in the rental period, unless otherwise agreed in writing.
4. If the Equipment is not made available to the Lessor again by the Lessee at the latest at the agreed time or at the agreed location, the Lessor will have the right to immediately take back the Equipment when the agreed rental period is exceeded.
5. In the situation described in the previous paragraph, the Lessee is obliged to pay compensation in the amount of the daily rent, plus a surcharge of 25%, for each day that the rental period is exceeded, without prejudice to the Lessor's right to claim his other damage resulting from the late return of the Equipment, and without prejudice to the other rights of the Lessor.
6. The Equipment must be returned by the Lessee in the same good and working condition as received, clean and without damage. When renting crawler machines, the Lessee must ensure that the crawlers are returned clear of soil. The costs of cleaning and removing soil, whether or not contaminated, will be charged to the Lessee.
7. The Lessee is obliged to return the Equipment to the Lessor in good condition and without defects - with the exception of normal wear and tear - no later than 5 pm on the last day of the rental period.
8. At the time of submission, the Parties will draw up a Return Note and sign it for approval after carrying out the checks prescribed therein. If a Return Note is drawn up exclusively by the Lessor, the Return Note drawn up by the Lessor is binding on the Lessee, which is evidenced by the signing of the Return Note drawn up.
9. If it appears from the Return Note that damage to the Equipment has occurred during the rental period or defects are found in any other way that did not already exist at the time of making it available or could reasonably be discovered at that time, the Lessee is obliged to pay all costs arising from this for the Lessor to reimburse the Lessor. In that case, the Lessee will continue to owe the rent until the rented property has been fully repaired.

Article 29: Performance and prices.

1. The Lessor will not perform any work or Services and/or make Equipment and/or Operating Staff available other than as stipulated in the Agreement or agreed upon in writing between the Parties.

2. Unless stipulated otherwise in the Agreement, the Lessor is responsible (and is responsible for its own account and risk) for obtaining all permits, licenses and other approvals necessary for the performance of the Work with the Equipment and/or the deployment of the Operating Staff.
3. Without prejudice to the provisions of Article 13, the Price and the rates on which it is partly based do not include any levies from the government or other authorities, such as in respect of import duties, excise duties, fines, etc., nor additional costs for police escort, deposition material or other prescribed obligations, including the provision of guarantees or securities. These levies and costs are always to be paid by the Lessee separately.
4. Unless otherwise agreed, the rental prices are in euros, exclusive of VAT, transport and any other additional costs, including but not limited to the insurance of the Equipment during transport, during use, municipal taxes, environmental fees, any surcharges for overtime for the operating personnel, fuel.
5. If one or more of the price-determining factors such as parts prices, wage costs, taxes, etc. increase after the Quotation has been sent or after the conclusion of the Agreement, the Lessor has the right to adjust the rental prices accordingly, even if these price increases are the result of circumstances that can be attributed to the Lessor.
6. Lessor will notify Lessee in writing of the adjusted rental prices as soon as possible.
7. If the price increase is more than 10% of the original price or of the original rate, the Lessee has the right to dissolve the agreement within 7 days after sending this notification by means of a written notification to the Lessor, unless this has been done in view of this would be manifestly unreasonable under the circumstances. A dissolution on the basis of this article does not entitle either party to compensation for any damage whatsoever and has no retroactive effect.

Article 30: Downtime and consumption costs, special circumstances.

1. The Lessee owes the Rental Price even if the Lessee is disturbed in the enjoyment of the Equipment or has not made use of the Equipment, regardless of the circumstances that gave rise to this, and regardless of the risk sphere in which they lie.
2. During the period that the Lessee has the Equipment at its disposal, all costs associated with its use, such as costs of fuel, oil and other costs and levies, are for the account of the Lessee.
3. The Rate stated by the Lessor is payable from the moment that the Equipment, the persons and/or the space (s) in the Lessor's company (or at an agreed other location) are made available to the Lessee, until the moment that the persons and/or the Equipment have returned to the Lessor's company again or the spaces are again made freely available to the Lessor. The Rate is also payable on the day on which the Equipment is made available and on which the Equipment is returned. The Rate is also payable during the time necessary for any repairs and/or repair or replacement due to damage to the Equipment and the spaces that arose during the making available to the Lessee, if this damage is not covered under the compulsory insurance referred to in Article 6 or 33.
4. The Price and Tariffs used are calculated for areas that are easily accessible and accessible. If it appears afterwards that the sites cannot be easily reached or driven, the Lessor has the right to increase the Rent by the additional costs incurred as a result.
5. The situation on site must be such that the Equipment can be set up properly and safely. If this proves not to be the case, the Lessor has the right to increase the Rent by the additional costs incurred as a result.
6. Should the condition of the sites, however, be of such a nature that the execution of the Agreement could not take place without or only at great risk for the Equipment and other tools and/or the personnel or other auxiliary persons of the Lessor, as per judgement of the Lessor, the Lessor has the right to leave the Agreement (further) unexecuted and to have the Equipment returned to its company. For the period that elapses between the departure of the Equipment and the personnel from the Lessor's company and the return to the company, the Lessor is in that case entitled to the same payment as it would have been, had the Agreement been executed, for the entire agreed duration.
7. In the event of cancellation of the Agreement or postponement of the execution thereof by the Lessee, the Lessor is entitled to charge the Lessee an amount of at least the fee for the minimum period specified in the Agreement, Order Confirmation or accepted Offer.
8. Under no circumstances is the Lessor obliged to carry out activities, instructions and/or directions of any party if, in the sole reasonable opinion of the Lessor, this is unsafe and/or potentially dangerous to life, health or property.
9. In the event of late payment by the Lessee, the Lessor may, after a single notification, take back the Equipment and suspend the further execution of the Agreement, each time without the Lessee being entitled to any compensation. The return costs are at the expense of the Lessee. Article 7 applies without prejudice.
10. Lessee must report any damage that may arise during the use of the Equipment or the presence of the Equipment on the Site immediately by telephone and confirm within 48 hours by fax or e-mail with a detailed description of all relevant facts to the Lessor. If the Lessee does not comply with the provisions of this paragraph, any right to institute any recovery or claim against the Lessor with regard to this claim will definitively and irrevocably lapse, without prejudice to the other provisions in these GTCD.

Article 31: Property, trademarks, third-party claims.

1. The Lessee never acquires the property right to (part of) the Equipment. The Lessee is not entitled to make changes to the Equipment, to remove parts or accessories from it or to apply it to it, unless with the prior written consent of the Lessor. Any parts and accessories fitted to the rented by the Lessee with due observance of these General Terms and Conditions will become the property of the Lessor at the time of mounting, without any form of compensation.
2. The Lessee is not entitled to hand over or provide the Equipment in hire or sublease or otherwise in use, nor to grant any rights, of whatever nature, on or in the Equipment to anyone.
3. The Lessee must always keep and leave markings and name indications, as well as other signs identifying the Equipment, present thereon. Changing, removing or making it invisible is prohibited.
4. The Lessee is not authorized to affix advertisements of any kind on the Equipment.
5. The Lessee indemnifies the Lessor against all claims from third parties on the Equipment, in particular those of his creditors, as well as against all protective and executive measures by third parties on the Equipment and compensates the Lessor for all damage resulting from the making and exercising of those claims or measures for the Lessor. The Lessee will immediately notify the Lessor in writing of any claim and protective or executive measures on the Equipment by third parties. In such a case, the Lessee will also inform the third parties who make claims or seize the fact that the Equipment is the property of the Lessor.

Article 32: Liability for damage resulting from the use of Equipment.

1. The Lessee is liable for all damage, including property damage, personal injury and consequential damage as a result of use of or with the Equipment, both inflicted on third parties and on the Equipment itself.
2. The Lessee is liable for all damage, including property damage, personal injury and consequential damage caused by the transport of the Equipment, within a yard or otherwise, to and from the place of delivery by the Lessor.
3. Lessor is not liable for any loss, costs or damage as a result of delay in the performance of the Agreement by Lessor.

4. The Lessor is not liable for damage as a result of standstill or reduced productivity of the Equipment, regardless of the cause of said standstill or reduced productivity.
5. The Lessee acknowledges and accepts that the Lessor is not liable for any advice or any other contribution of any kind on the part of the Lessor. Such advice or contribution does not detract from the exclusive responsibility for the Lessee's own actions, and his liability arising therefrom, without any recovery against the Lessor.

Article 33: Insurance.

1. During the term of the Agreement, the Lessee will conclude and maintain a civil liability policy with cover of € 2,500,000 (two million five hundred thousand euros) per event with regard to property damage and personal injury caused by any act or omission of the Lessee. This insurance will only be used if the Lessee is liable under these conditions and/or the agreement.
2. During the term of the Agreement, the Lessee will take out insurance to cover the load or load to be hoisted and to cover personal injury to the driver of equipment covered by the land equipment insurance.

Article 34: Equipment.

1. The Equipment may only be used at the Location/Site and only according to the specifications and capacities. Other use is not permitted, nor is relocation of the Equipment elsewhere. The Lessee is solely responsible for the choice of the Equipment and for the suitability of the Equipment and Services for its purposes.
2. The Lessee acknowledges that the Equipment has been made available to him/her in good condition and suitable for the agreed use, and that (s)he has taken note of the instructions regarding use and maintenance of the Equipment.
3. The Lessee must, at his/her own expense, ensure that all required permits, licenses and other approvals at the Site and locations with regard to the use of the Equipment are obtained in a timely manner and that all procedures prior to commissioning have been completed, and that all legal requirements are correctly and timely complied with.
4. The Lessee must ensure that the operating personnel of the Equipment deployed by him/her fully possess the expertise and qualifications and meet the requirements to perform the Work with the Equipment. The Lessee is fully responsible for his/her own serving staff.
5. The Lessee must timely, correctly and adequately inform the Lessor of all specific characteristics, properties and requirements of the Work and the Site. For works of more than € 499,999.00, the work code must be communicated prior to the Work so that the Lessor can register its personnel in time via Checkin @ work.
Costs of delay and/or fines or other levies as a result of no or untimely disclosure of the yard code to the Lessor will be charged to the Lessee.
If the Lessor does not receive a site code from the Lessee, it is assumed that the works have a size of less than € 500,000, and therefore no attendance registration is required.
6. The Lessee is obliged to take good care of the Equipment and to use the Equipment with due diligence. The Lessee is responsible and liable to the Lessor for all defects and/or damage caused to the Equipment duration of the agreement.
7. The Lessee is obliged to report prior to the start of the rental period whether the Equipment will be used for Work involving a risk of exposure to asbestos or toxic substances. At the end of the rental period, the Lessee must submit a statement from a certified company that the Equipment is free of asbestos or toxic substances. The Lessor has the right to have checks carried out on this. All resulting costs and damage will be charged to the Lessee.
8. The Lessor reserves the right to replace the Equipment with equivalent equipment, both prior to and during the rental period.
9. The Lessor is at all times authorized to inspect the Equipment or have it inspected and to enter all places where the Equipment is used. If that use by the Lessee takes place at a Location or Wharf to which (a) third party (parties) is (are) entitled, the Lessee will provide permission for the Lessor to enter that location, at the Lessor's first request.

Article 35: Transport, maintenance and repairs.

1. Unless stipulated otherwise in the Agreement, the Equipment will be transported by or on behalf of the Lessor, at the expense of the Lessee.
2. Transport of the Equipment by the Lessee, insofar as previously approved by the Lessor, is always at the expense and risk of the Lessee. The Lessor is entitled to attach conditions to the granting of this approval.
3. If necessary, during the rental period, the Lessor will take care of maintenance and repair of the Equipment. The Lessee must ensure that the Equipment is continuously accessible 24/7 for the Lessor to carry out maintenance and repairs.
4. The Lessee is not permitted to carry out maintenance or repairs to the Equipment, or have it carried out, without the Lessor's prior written consent.
5. If repair and/or maintenance is necessary as a result of acts or omissions, including incorrect use, by or on behalf of the Lessee, all costs will be borne by the Lessee. The obligation to pay the Price continues during the period of repair and/or maintenance. The Lessee is not entitled to compensation, nor is (s)he entitled to any indemnification, due to downtime.
6. Malfunctions of the Equipment must be reported to the Lessor immediately by telephone and by e-mail. In the event of a malfunction, the Lessee is obliged to strictly follow the instructions of the Lessor.
7. The Lessee is obliged to keep the Equipment in good condition for its account during the rental period and to adhere to the maintenance and user instructions.
8. The costs of repair work on the Equipment as a result of defects or damage to the Equipment caused by or caused during the use thereof by the Lessee, including the costs of replacing parts, are always at the expense of the Lessee. If the Lessor has to call on a third party to have the repair carried out, the Lessee will owe the Lessor the invoice amount of that third party, increased by 10% administration costs. Repairs do not give rise to suspension or extension of the rental period during the time required for these repairs. The Lessee cannot claim compensation for stoppages or changes or disruption of the planning of the works on the Site as a result of repairs, maintenance or inspection of any nature and/or as a result of any cause whatsoever. Nor can the Lessee claim compensation for any consequential damage. All Equipment is in this context deemed to be rented out separately, so that defect or stoppage of or damage to the Equipment or part thereof that leads to any loss in productivity of another hired Equipment that is fully operational cannot lead to any reduction of the Price of the latter Equipment or of the Price for the Services that would be executed with the aid of the former Equipment.
9. Contrary to the previous paragraph, if and insofar as the Lessee demonstrates that a defect or damage to the Equipment is the result of normal wear and tear, or that the defect or damage already existed at the time the Equipment was made available but could not reasonably be discovered at that time, the costs of repair work will be borne by the Lessor. The rental period will then be suspended for the time required for the repair as a result of defect, non-functioning or damage resulting from a hidden defect, normal use or normal wear and tear of this Equipment, provided that the repair is not caused in any way, entirely or partially, due to a shortcoming on the part of the Lessee.

10. The costs of maintenance or repair work on the Equipment that the Lessee has carried out or has carried out without the prior consent of the Lessor will never be borne by the Lessor, not even in the situations provided for in paragraph 9.
11. Except in the event of a defect due to normal wear and tear, the Lessor is not obliged to make replacement Equipment available to the Lessee after the failure of and during the repair of the Equipment or a part thereof.

Article 36: Operating personnel and other personnel.

1. If the Agreement also includes making Operating Staff available, the Lessor will ensure that they have the expertise, the qualifications and the requirements as specified in the applicable legislation and possibly further specified in the Agreement and that the Operating Staff are fully qualified to perform the Work as indicated in the Agreement.
2. If the Lessee makes personnel available to operate the Equipment, the Lessee will ensure that the personnel that it assigns and/or hires to operate the Equipment has all the expertise, qualifications and skills to perform the Work with the Equipment. The Lessee is fully responsible for the personnel that the Lessee uses to operate the Equipment.
3. The Lessee is fully responsible and liable, and the Lessee indemnifies the Lessor fully against all damage, costs, lost profit and loss arising from any act or omission of the Personnel, unless in case of intent of the Personnel for the purpose of damage, costs and/or cause loss.
4. The Operating Staff applies between the Parties as borrowed servants, and will perform the Work under the supervision, designation and control of the Lessee and in the name and under the sole responsibility of the Lessee.
5. The Lessee is fully responsible in its relationship to the Lessor and to the relevant Operating Personnel for the realization and maintenance of a safe working environment for the Operating Personnel, and for compliance with all legal regulations regarding the work and the conditions under which it is executed, during it the Rent.
6. The Lessee indemnifies and indemnifies the Lessor and its Operating Staff against all claims, demands, actions and procedures that are alleged and/or instituted against the Lessor and/or the Lessor's Operating Staff and/or subcontractors in respect of any event, loss, costs, fines or damage for which Lessee is responsible according to this article.
7. The Lessee will act in accordance with all rules, regulations, prescriptions and measures with regard to safety, environment, health and working conditions, set by the competent authority or by the person entitled to the yard.

Article 37: Special cases of suspension.

1. Without prejudice to the provisions of Article 7, the Lessor will be able to suspend the performance of the Agreement with immediate effect if:
 - a. The Lessor or his staff or other auxiliary persons in the performance of the assignment are or are at risk of being exposed to substances harmful to health, including - but not limited to - asbestos;
 - b. The Lessee's lifting equipment used by the executor of the Agreement does not meet the legal requirements;
 - c. During the performance of the Agreement, the wind speed in the vicinity of the Equipment is such that the Lessor is obliged to take the Equipment out of operation either in accordance with the manufacturer's instructions or in accordance with NEN 2024 or NEN 2026 and / or the lifting table.
2. If the performance thus suspended cannot be resumed within 24 hours, the Lessor will be entitled to immediately terminate the Agreement and a fixed compensation of 50% of the Price will be owed by the Lessee.
In addition, the Lessor retains its claims for compensation for damage, if higher.
If a fixed Price has been agreed, it will also be due in full if the Lessor prematurely terminates the Agreement in accordance with the provisions of this paragraph. In the event that a fixed Price has been agreed upon, if the scheduled time is exceeded, the compensation agreed in the contract for that excess will be applied or, in the absence thereof, the aforementioned fixed compensation will be applied.

Article 38: Special duty to complain.

1. Without prejudice to the provisions of article 12, paragraph 7, if the Agreement (also) includes the provision of Equipment or spaces, the Lessee must immediately report any observable defects therein to the Lessor and subsequently confirm this in writing to the Lessor within 48 hours. In the absence of the aforementioned, any defects will be deemed to have arisen during the time of the delivery to the Lessee upon taking back by the Lessor.
2. Complaints about defects in the performance of the Agreement must be submitted to the Lessor in writing and properly substantiated with due speed, within 5 working days after discovery of the defect, but no later than 14 working days after the end of the performance of the Agreement, in the absence of which the Lessee is deemed to have accepted the performance under the Agreement as good and proper.

Article 39: Special third-party clause.

1. The Lessee declares that (s)he is aware of it and, insofar as necessary, that he agrees that the ownership of the Equipment may (come to) rest with a third party or that the Equipment may be (or shall be) pledged to a third party, to secure payment of all that this third party has or may have to claim from the Lessor.
2. Notwithstanding the existence of the lease, the Lessee will hand over the Equipment to the third party on first request, without the Lessee being able to invoke any right of retention, if and as soon as the third party referred to in the previous paragraph demands delivery of the Equipment on the basis of non-fulfillment of the Lessor's obligations towards that third party. As a result of this claim, the lease will be dissolved by operation of law with immediate effect. Delivery as aforementioned must take place at the office of the third party or at a location designated by that third party.
3. If the situation referred to in paragraph 2 occurs and the third party would like to continue the use of the Equipment by the Lessee, the Lessee is obliged to conclude a lease with the third party at the first request of the third for the remainder of the term of the present lease and under conditions identical to those between the Lessee and the Lessor.
4. The parties exclude the applicability of Articles 7: 226 and 7: 227 Dutch Civil Code entirely.
5. The third-party clause included in this article is hereby accepted by the Lessor for and on behalf of the relevant third party or parties, whether or not in advance, and cannot be revoked by either the Lessee or the Lessor.