

GENERAL RENTAL CONDITIONS ABrio NV

1. General

1.1 The lessor is the company ABrio NV with registered office at 9120 Beveren, Doornpark 10 and with registration in the crossroads bank under number BE0753.735.926. Hereafter referred to as the "lessor".

1.2 These General Rental Terms and Conditions form the legal framework for the letting of the leased equipment and thus regulate the legal relationship between the lessor on the one hand and the lessee on the other hand. The Dutch text of these general rental conditions will always take precedence over any translations.

1.3 The lessee shall never be able to assert a right of ownership or any other right of any nature whatsoever in respect of the hired equipment.

1.4 The lessee may not alienate the hired equipment or transfer it to third parties.

1.5 Without the lessor's prior written consent, the lessee may not sublet or lend the hired equipment, transfer the equipment to third parties or remove it from the lessor's supervision and control by any legal or material act.

1.6 If, in accordance with article 1.5, the lessee is entitled to sublet, the lessee undertakes to include the provisions of these general terms and conditions in full in the agreement.

1.7 These General Rental Terms and Conditions apply to all offers, deliveries and services and all agreements insofar as they are intended for rental of movable property.

1.8 Unless otherwise agreed in writing, all provisions of these General Conditions shall take precedence over any general conditions of the lessee which are expressly excluded and to which the lessee expressly agrees.

1.9 In the event of any conflict between these general and the special conditions provided for in a specific offer or agreement with the hirer, priority shall be given to the special conditions. The other general conditions shall remain in full force and effect. Deviations from the general terms and conditions of rental are only valid if they have been agreed in writing between the lessor and the lessee.

1.10 The lessor reserves the right to amend these general terms and conditions at any time. However, each rental remains subject to the conditions in force at the time the rental is concluded.

2. Rental period

2.1 The rental period starts when the rented equipment leaves the lessors warehouse and ends when the rented equipment is taken back into the lessors warehouse, both days included. Once the rental period has elapsed, the lessor's equipment may retrieve it at any time, wherever it may be, without the lessee being able to invoke any right or recourse. The lessee is responsible for all costs associated with this and for any damage suffered.

2.2 The lessor and the lessee are free to extend the hire period by mutual agreement, which must always be done in writing. These general rental conditions remain fully applicable to any possible extension of the rental period.

3. Transport

3.1 The transport of the rented equipment shall in principle take place in accordance with the provisions of the Incoterms 2020 (FCA) both at the start and at the end of the rental period. In the event of contradictions between the Incoterms and these General Rental Terms and Conditions, the General Rental Terms and Conditions shall prevail unless otherwise agreed.

The same applies if, for any reason whatsoever, the provisions of the Incoterms are not applicable.

3.2 All costs associated with transport shall be borne by the lessee, regardless of whether the transport is organized by the lessor or the lessee. Unless otherwise agreed in writing between the parties, these will be charged to the lessee separately.

3.3 All risks, including loss, damage, theft, destruction or destruction, associated with the hired equipment shall pass to the lessee from the moment of delivery by the lessor to the destination indicated by the lessee. Conversely, the risks shall be transferred back to the lessor when the hired equipment is collected by the lessor from the lessee for transport.

3.4 If the transport is organized by the lessee, either by himself or by a third party appointed by the lessee, all risks associated with the hired equipment shall pass to the lessee from the moment the hired equipment leaves the lessor's warehouses until the moment the hired equipment is delivered back to the lessor's warehouses.

3.5 Transport does not include assembly/dismantling or commissioning of the equipment hired out, unless the lessee explicitly requests it. The lessee shall be liable for any costs incurred in this respect.

4. Rents - invoicing - payment

4.1 The rental prices shall apply no later than the commencement of transport in the lessor's warehouses. The rental price does not include the costs of transport. Fuel and other energy costs, as well as all costs related to the regular maintenance of the hired equipment, are for the lessee's account if this is done by the lessor.

4.2 Prices are quoted in EURO and exclusive of VAT.

4.3 Unless otherwise agreed in writing, lessor's invoices are payable within 45 days of the invoice date.

4.4 If the invoice is not paid on time, the lessee is legally liable to pay conventional interest of 12% per annum from the due date of the invoice, without prior notice of default. In addition, the lessee is also ipso jure liable to pay fixed damages amounting to 15% of the invoice amount, with a minimum of € 150.

5. Installation

5.1 The installation of the hired equipment shall be carried out by the lessee and under his responsibility. The lessor shall neither supply nor make available any labour or personnel, unless the lessee so requests. This applies to both the installation and the use of the hired equipment as provided for in article 7 of these general terms and conditions of hire. The costs associated with this are not included in the rental price of the rented equipment and may be charged separately by the lessor.

5.2 The lessee grants the lessor a temporary right of access to his business premises and to the equipment hired out. This right of access corresponds to the length of time the rented equipment is in the tenant's possession. If the rented equipment is at a location other than the lessee's business premises, the lessee shall make every effort to allow the lessor access to the rented equipment.

6. Delivery and return

6.1 The lessee acknowledges to have received the rented equipment in excellent working order and cleanliness at the start of the rental period.

6.2 The lessee undertakes to return the rented equipment to the lessor in the same excellent condition and cleanliness. In the opposite case, the lessor is entitled to charge the lessee for the costs of repair and cleaning in accordance with the applicable rates for work, equipment, products, etc.

6.3 Inspection and control of the rented equipment shall take place in the warehouses of the lessor. If the lessor establishes that the rented equipment has been returned to him in poor or defective condition, he is entitled to charge the hirer for the costs referred to in article 6.2.

6.4 Any receipt delivered to the lessee upon collection of the hired equipment at the end of the rental period shall in no way be deemed by the lessee to release him from any costs due as provided for in article 6.2.

6.5 Receipt of the hired equipment by the lessor at the end of the rental period is always subject to inspection and control as provided for in Article 6.3.

7. Use

7.1 The lessee hereby declares that he is aware of the nature, composition and method of use of the hired equipment. The lessee undertakes to allow only personnel or employees with the required qualifications (knowledge, training, experience) to use the rented equipment.

7.2 The lessee is always obliged to use the rented equipment out for the purpose for which it is intended. The lessee is not permitted to make any changes to the rented equipment or any part thereof.

7.3 The lessee shall only use the rented equipment at the location(s) indicated by the lessee when concluding the agreement. It is the lessee's express responsibility to inform the lessor of the exact location(s) no later than when the agreement is concluded.

Without the prior written permission of the lessor, the lessee is not permitted to move the rented equipment to any other location.

7.4 The lessee shall ensure that appropriate (personal) protective equipment is provided as a minimum at all times during use, installation and placement of the rented equipment.

7.5 The lessee shall take appropriate measures to prevent third parties, unauthorized persons or insufficiently qualified personnel from having access to the rented equipment.

7.6 The lessee shall examine on his own initiative all documentation communicated to him by the lessor as may be expected from a specialist in the field. He shall immediately inform the lessor in writing of any uncertainties.

8. Damage or theft in respect of the rented equipment

8.1 The lessee shall at all times take appropriate safety and protective measures to protect the rented equipment against theft, vandalism, sabotage, fire, industrial accidents or damage of any kind.

8.2 The lessee is required to notify the lessor of theft, destruction or partial destruction of the rented equipment as well as damage to the rented equipment within 24 hours.

8.3 The lessee shall be liable for theft, disappearance, vandalism, burglary and damage to the rented equipment. In the event of the total destruction of the rented equipment, for whatever reason, even in the event of force majeure or a strange cause, the lessee is obliged to reimburse the lessor for the new value of the rented equipment.

8.4 The complete destruction of the hired out equipment in any way whatsoever shall automatically result in the end of the rental agreement.

9. Duration of the agreement - termination - dissolution

9.1 The rental agreement is concluded for a fixed or indefinite period of time. Unless otherwise agreed in writing, the rental agreement is deemed to have been entered into for an indefinite period of time. All agreements are terminable in accordance with the terms of article 9.

9.2 Each termination of an agreement must be made by registered letter or by e-mail and subject to a notice period of 30 days.

9.3 The lessor and the lessee shall at all times have the right to terminate the agreement in writing by mutual agreement and, if necessary, to determine the terms and conditions.

9.4 If the lessee/the lessor is guilty of a contractual breach of contract, the other party shall give him written notice of default. If the defaulting party fails to remedy or remedy the breach of contract within 8 calendar

days of receipt of the written notice of default, the other party shall be entitled to terminate the contract without prior judicial intervention.

9.5 The non-payment of one or more invoices on their due date as well as the injudicious use or insufficient maintenance of the rented equipment, will always be considered as a contractual breach of contract justifying the dissolution of the agreement.

9.6 In the event of dissolution of the contract due to a contractual failure on the part of the lessee, this shall not affect the lessee's obligation to pay all that he owes to the lessor under the rental contract and on the basis of the services provided, including all costs associated with dissolution of the contract.

10. Liability

10.1 The lessee shall be liable for all damage, of whatever nature, incurred by the parties or third parties to or as a result of the equipment hired out, from the time the rented equipment leaves the lessor's warehouses/business premises until the time when the rented equipment is taken back by the lessor.

10.2 The lessee undertakes, at his own expense, to take out adequate insurance to cover both his civil and professional liability and to maintain this insurance for at least the duration of the agreement.

The insurance agreement of the lessee does not contain any unusual grounds for exclusion and applies to all damage occurring in performance of the contract, regardless of when it is ascertained. The full replacement cost for the rented equipment is included in the insurance agreement of the lessee.

10.3 The Lessor may not be held liable for compensation for damage suffered by the lessee or third parties where such damage is the direct or indirect result of the lessee's failure to comply with the contractual provisions or with these general conditions.

10.4 Insofar as the lessor would be liable under the provisions of this agreement, the total damage for which the lessor may be held liable shall in no case exceed the maximum insured amount for which the lessor is insured under his liability insurance contract or any similar agreement.

Under no circumstances can the lessor be held liable for any indirect or consequential damage suffered by the lessee or third parties.

11. Guarantee

11.1 The Lessor has the right to ask the lessee either for a (bank) guarantee (on first request), the amount of which depends on the value of the equipment let, or for a deposit, the amount of which must be paid by the lessee into a bank account to be indicated by the lessor no later than at the time of concluding the hire contract.

11.2 After returning the hired equipment, the lessor will refund the deposit to the lessee, taking into account all that the lessee still owes the lessor on the basis of the hire agreement concluded between the parties.

12. Non-exclusivity

This rental agreement with the lessor does not in any way grant the lessee an exclusive right to rent the rented equipment. The parties acknowledge that a rental agreement concluded between them is always non-exclusive in nature.

13. Force majeure

13.1 In the event of force majeure or extraneous cause (including government action and situations of total or partial lockdown), the lessor is exempted from the performance of its contractual obligations for as long as the situation of force majeure or extraneous cause persists.

13.2 As soon as the situation of force majeure or extraneous cause comes to an end, the lessor will resume his obligations as soon as this is reasonably possible again, unless as a result of the force majeure or extraneous cause his obligations have become definitively impossible.

14. Intellectual property - software

14.1 All intellectual property rights of any kind (including licences, patents, designs, models, know-how) to the fullest extent, i.e. for all methods and forms of exploitation, remain the exclusive property of the lessor for the entire duration of protection and for the entire world and without the lessee being able to assert any right thereto.

14.2 Nor will the lessee be able to assert any right to the software with which the hired equipment is equipped. If necessary, the lessee may only make temporary, non-exclusive use of this software for the hire period. To the extent that the lessor is not the owner of the software, the lessee will under no circumstances be able to claim more rights than those held by the lessor himself.

15. Divisibility

If any clause or provision of these General Conditions is nullified (or should prove to be null and void), in whole or in part, or should be held unwritten, this will not affect the validity of the rest of these General Rental Terms and Conditions and the parties undertake to replace the clause in question with a clause that is valid and as close as possible to the intention of the parties.

16. Waiver of right

The fact that at any time one of the parties does not enforce one of the provisions of these general terms and conditions of hire or does not at any time require the execution by another party of such a provision, cannot in any way be construed as a waiver of these provisions and in no way affect the validity of these general terms and conditions of hire or any part thereof or the right of either party to enforce any provision thereafter.

No waiver, amendment or modification of any provision of these general letting conditions shall be binding unless in writing and signed by the party to be bound by it or by a duly authorized representative of that party.

17. Opposability to third parties

17.1 These General Conditions apply to the parties as well as to their heirs, representatives, (legal) successors and entitled parties of all kinds.

17.2 Subject to the prior written consent of all parties, the parties are not entitled to transfer their rights and obligations arising from this agreement to third parties.

18. Applicable law and competent court

18.1 The contracts between the lessor and the lessee are governed exclusively by Belgian law to the exclusion of the Vienna Sales Convention.

18.2 Disputes concerning the conclusion, execution, interpretation and consequences of the contract(s) with respect to the rented equipment shall fall within the exclusive jurisdiction of the courts of the judicial district in which the lessor has its registered office.

A handwritten signature in black ink, consisting of a stylized, cursive script that is difficult to decipher but appears to be a personal name.