

ARTICLE 1 APPLICATION

1.1. These General Supply Conditions apply to all offers that the user of these Terms and Conditions and the contractor (hereinafter referred to as: 'Van Heck') makes, to all contracts that it enters into and to all contracts that may arise from these. All of which apply to the extent Van Heck is the offeror or supplier.

1.2. These General Supply Conditions expressly apply to all contracts related to the hiring and renting, sale and purchase, and the making available of goods on the part of Van Heck.

1.3. Any terms and conditions or provisions that derogate from the General Supply Conditions are only applicable to that extent Van Heck has expressly accepted them in writing.

1.4. Van Heck does not accept the general terms and conditions applied by the other party (hereinafter referred to as 'the Client').

1.5. In the event of conflict between the contents of the Contract concluded between Van Heck and the Client and these Terms and Conditions, the provisions of the Contract will prevail.

1.6. These General Supply Conditions are available in Dutch and in English. In the event of a dispute about the contents or purport of these General Supply Conditions, the Dutch text will be binding.

ARTICLE 2 OFFERS

2.1. All offers are subject to confirmation without obligation. All due care is taken by Van Heck or on behalf of Van Heck when providing information regarding the properties, dimensions and weights of the offered goods, but this information is not binding on Van Heck.

2.2. Offers are made on the basis of the prices at the time of the offer. If price increases occur after the offer is made (e.g. for equipment, manufacturing aids, raw materials and/or as a consequence of increases in excise and/or similar duties, salaries, social security costs, government levies, fluctuations in currency rates and so on), then Van Heck reserves the right to pass the price difference on to the Client. The Client is entitled, provided it is within eight days of the price increase becoming known, to withdraw the order which has been given and payment of what has already been performed on the basis of the prices applicable before the increase will suffice, plus the loss of profits related to the entire Contract, based on 10% of the amount for the entire Contract.

2.3. Quoted prices apply to delivery ex works and are excluding VAT.

2.4. All information dispensed by Van Heck (including drawings) remain the property of Van Heck at all times.

ARTICLE 3 CONTRACT

3.1. The Contract is concluded through Van Heck's written confirmation of the order, or if Van Heck has implemented an order for delivery/rental with the agreement of the Client.

3.2. The Contract is concluded for the agreed price or, if a price has not been agreed, for the customary prices that Van Heck charges for the goods at the time that the Contract is entered into. The prices apply to delivery ex works and are excluding VAT.

3.3. A rental agreement terminates on the day that the rented goods have been delivered to

Van Heck and have been inspected and approved by Van Heck. If the Client does not deliver the rented goods to Van Heck on time on termination of the Contract, Van Heck is entitled to take back the rented goods, regardless of where they are. The associated costs for this, as well as the damages suffered as a consequence of loss of rent, are for the Client's account.

ARTICLE 4 DELIVERY

4.1. The equipment, rented or otherwise, can be collected or will be delivered to and/or installed at a location designated by the Client, all of which in accordance with agreed specifications or those included in the offer.

4.2. The Client is responsible for ensuring that a competent/authorised person is present for the receipt of the equipment on the agreed delivery date, at the agreed delivery address. This person must be able to identify themselves if asked to do so.

4.3. If, at the request of the Client, the services of Van Heck members of staff are used during the loading and/or unloading, this is done entirely for the risk of the Client.

4.4. The delivery will take place ex works from Van Heck. All goods are loaded and transported for the account and risk of the Client. In addition to the price or rental price, Van Heck is entitled to charge for costs of transport, returnable packaging and insurance if delivery cannot take place ex works.

ARTICLE 5 DELIVERY TIMES

5.1. Delivery times will be indicated by or on behalf of Van Heck as precisely as possible.

5.2. If the indicated delivery times are exceeded, the Client is not entitled to any kind of compensation whatsoever, regardless of the cause. Exceeding the delivery time also does not give the Client any right to terminate the Contract, unless the Client can prove before the courts that the termination was demanded for a specific necessity.

5.3. The Client will compensate all costs that Van Heck makes as a consequence of a delay in the delivery time and/or implementation period (including storage costs incurred by Van Heck).

ARTICLE 6 INSPECTION AND USE

6.1. The Client is entitled to check the rented/delivered goods prior to or during delivery. If the Client fails to do so or takes delivery of the rented/delivered goods within 48 hours of carrying out the check without making remarks and/or observations, the rented/supplied property will be deemed to be free of damage and defects and in accordance with the Contract.

6.2. If the Client refuses to accept the rented/delivered goods, then Van Heck is entitled to store the goods for the Client's account and to demand the purchase or rental amount or to terminate the Contract, should Van Heck opt to do so, in which case the Client will also be obliged to pay all costs.

6.3. The Client will take care of the rented goods, protect the rented goods effectively and use them in accordance with the instructions for use. The Client must check regularly whether the rented goods are functioning properly and inform Van Heck immediately of any malfunctions.

6.4. The Client is not permitted to sell on or rehire the rented/delivered goods, to lend or otherwise make them available to a third party.

6.5. If the Client violates the provisions of Article 6.4, Van Heck is entitled to impose an immediately payable penalty of € 250,000 for each rented/delivered object. In addition to compensation, this penalty can be claimed by virtue of the law.

6.6. If the rented goods are out of order temporarily due to a defect to the rented goods caused by incorrect or improper use, the Client will still owe the rental for the duration of the repair.

ARTICLE 7 TERMINATION

7.1. At the end of the Rental Agreement as referred to in Article 3.3, the Client must make the rented goods available to Van Heck in the same condition that they were at the time that Van Heck delivered them to the Client. Until the end of the Rental Agreement, the Client will remain liable for all damage and defects to the rented goods that it did not mention to Van Heck after checking and inspecting the rented goods on delivery as referred to in Article 6.

7.2. The Client must ensure that a person authorised for this purpose is present for the purposes of handing over the rented goods to Van Heck on the day that Van Heck collects the rented goods. This person must be able to identify themselves. If this obligation is not met at all, not on time or not properly, any costs arising from this are for the Client's account.

ARTICLE 8 LIABILITY OF THE CLIENT

8.1. The Client will remain liable for all damage to the rented goods, including damage due to loss, misappropriation, theft and total loss until the end of the Rental Agreement as referred to in Article 3.3. Van Heck must be informed in writing, immediately after the discovery, in the event of damage, misappropriation, theft and loss of the rented goods.

8.2. The Client is also liable for all damage due to the use of the rented goods. The Client indemnifies Van Heck in full against third-party claims for compensation related to the use of the rented goods.

8.3. The Client is furthermore liable for all repair costs incurred by Van Heck if the rented goods are damaged when they are returned to Van Heck, without prejudice to Van Heck's right to claim loss of rent.

ARTICLE 9 LIABILITY OF VAN HECK

9.1. Van Heck will only accept liability for damage if it is caused by Van Heck or Van Heck's personnel intentionally or through gross negligence.

9.2. A defect in rented/delivered goods that Van Heck was not aware of or ought to have been aware of is not considered a defect, so it cannot be attributed to Van Heck.

9.3. Van Heck is only obliged to repair defects for its account if it was aware of these or ought to have been aware of these when entering into the Contract, and if they do not require expenditure which cannot be reasonably demanded of Van Heck under the circumstances.

9.4. In the event of defects to the rented property as referred to in Article 9.1, the Client is only entitled to a reduction of the rental.

9.5. Van Heck is in any event never liable for the compensation of damage that the Client suffers through a malfunction, temporary or otherwise, of the rented/delivered goods that is the consequence of malfunctioning,

temporary or otherwise, of equipment and installations, including auxiliary equipment and auxiliary installations, which are indispensable for the functioning of the rented/delivered goods, if the Client or third parties have involved this equipment or these installations directly or indirectly.

ARTICLE 10 PAYMENT

10.1. Payment must take place within 30 days after the date of invoice. The Client is not entitled to offset counterclaim(s), be it assumed or actual, and/or to suspend payment on the grounds of a breach, be it assumed or actual, on the part of Van Heck. In the event of late payment, the Client will owe the statutory commercial interest, the extrajudicial collection charges on the basis of 10% on the unpaid amount as well as the actual judicial collection charges incurred.

10.2. Prior to the delivery of rented/delivered goods or during the Contract, Van Heck is entitled to charge advanced payment(s), or to require adequate security for the amount that the Client owes/will owe under the Contract.

10.3. Regardless of whether Van Heck has implemented the agreed performance in full, all that the Client owes it under the Contract is or will be immediately due and payable if:

- a payment date is exceeded;
- the bankruptcy or suspension of payment of the Client is filed;
- the Client's property or claims are attached;
- the Client (a company) is dissolved or wound up;
- the Client (a natural person) submits a petition for statutory debt adjustment, is placed under guardianship or is deceased.

ARTICLE 11 GUARANTEE

11.1. For sales, Van Heck applies a guarantee period of one year from the time of delivery to the agreed location. If the equipment is collected from Van Heck, the guarantee period commences at the time the equipment is collected from Van Heck.

11.2. For services carried out by third parties and equipment supplied by third parties, the guarantee provisions that Van Heck has agreed with these third parties apply.

ARTICLE 12 EARLY TERMINATION

12.1. Van Heck is entitled to suspend its obligations if the Client does not comply with its contractual obligations at all, on time or properly. The Client's right of suspension are excluded unless Van Heck is in liquidation.

12.2. The Client is in breach if the Client does not meet one or more of its contractual obligations at all, on time or properly; if the Client has filed for liquidation or suspension of payment, be it provisional or not; or if the Client has been declared bankrupt, and Van Heck has the authority to terminate the Contract out of court, irrespective of its right to compensation.

12.3. In the cases mentioned in paragraph 12.1 and 12.2, Van Heck is entitled to take back the rented goods from the Client. The Client undertakes to extend the necessary cooperation to Van Heck.

12.4. In such a case, Van Heck is not liable for any damage suffered either by the Client or by third parties as a consequence of taking back the rented goods or the discontinuation of the Contract, as the case may be. The Client will indemnify Van Heck with respect to

the latter. Costs associated with taking back the goods are for the Client's account.

ARTICLE 13 SECURITIES

13.1. Irrespective of the agreed payment terms, the Client is obliged, immediately on Van Heck's request, to provide security for payment that is adequate in Van Heck's opinion. If the Client does not comply with this within the stipulated period, it will immediately be in default. In that case, Van Heck is entitled to terminate the Contract and recover its damages from the Client.

13.2. Van Heck will remain the owner of the supplied goods as long as the Client:

- fails or will fail to perform its obligations under this or other contracts;
- has not settled claims arising from the non-fulfilment of the abovementioned agreements, such as claims, penalties, interest and costs.

13.3. As long as a retention of title rests on the delivered goods, the Client may not encumber or dispose of these goods other than in the normal course of its business.

13.4. After Van Heck has invoked its retention of title, it may take back the delivered goods. The Client will cooperate fully with this.

13.5. Van Heck has right of pledge and right of retention on all goods that it has or will have in its possession on any grounds whatsoever and on all claims that it has or may obtain against the Client with respect to any person who requires delivery thereof.

13.6. If the Client has met its obligations after Van Heck has delivered the goods to the Client in accordance with the Contract, the retention of title with respect to these goods will be restored if the Client fails to meet its obligations under a contract subsequently concluded.

ARTICLE 14 APPLICABLE LAW

14.1. In the event of disputes, the parties will first attempt to settle these disputes amicably.

14.2. Dutch law governs this Contract.

14.3. The competent civil court in the Netherlands in Van Heck's place of business has exclusive competence to hear any disputes, unless this is in conflict with mandatory law. Van Heck is entitled to deviate from this rule governing jurisdiction and apply the statutory rules governing jurisdiction.