



**General Terms and Conditions of Klop Verhuur B.V.
version 04-2018**

1. Definitions

- 1.1 In these general terms and conditions the following terms are used with the following meaning, unless expressly indicated otherwise.
- KLOP: the user of these general terms and conditions, the private company with limited liability Klop Verhuur B.V.
 - Client: the other party of KLOP.
 - Agreement: the agreement regarding, inter alia, the purchase, rental, hire-purchase, lease and the like on which the legal relationship between KLOP and the Client is based.
 - Equipment: the equipment made available to the Client by / ordered from the Client with KLOP on the basis of the Agreement.

2. Applicability

- 2.1 These terms and conditions are applicable to each and every agreement between KLOP and the Client, unless they expressly deviate from these terms and conditions in writing. If multiple persons commit as the Client then they shall jointly and severally be liable for compliance with the obligations vis-à-vis KLOP.
- 2.2 The present terms and conditions are also applicable to any and all agreements with KLOP for the implementation of which third parties are relied on, also including employees, subcontractors and hired auxiliary persons of both KLOP and the Client.
- 2.3 The applicability of potential purchase or other terms and conditions of the Client is expressly rejected.
- 2.4 These terms and conditions consist of a general part (chapter 'General') that applies to any and all agreements between KLOP and the Client. In addition, these terms and conditions contain provisions that are merely related to the rental, lease and/or hire-purchase of equipment (chapter 'Rental') respectively provisions that are related to the purchase of equipment (chapter 'Purchase').
- 2.5 If one or more provisions set forth in these general terms and conditions are invalid or nullified then the other provisions remain in full force and effect. KLOP and the Client shall, as the occasion arises, enter into discussions in order to agree on new provisions to replace the invalid and/or nullified provisions in the course of which the objective and the scope of the original provision is observed as much as possible.

General

3. Proposals and offers

- 3.1 The proposals and offers submitted by KLOP are subject to contract and are valid during a period of 30 days, unless indicated otherwise. KLOP shall only be bound by the proposals and offers if and as soon as acceptance of the same by the other party is confirmed by KLOP in writing.

Read and agreed:

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- 3.2 The prices in the proposals and offers of KLOP are excluding VAT and other official duties as also excluding potential other costs to be incurred, including transport, shipping and administration costs, unless indicated otherwise.
- 3.3 If the acceptance differs (whether or not on subordinate points) from the proposal included in the offer then KLOP shall not be bound by this. The Agreement is only concluded in accordance with the said different acceptance if expressly indicated by KLOP.
- 3.4 A combined quotation does not oblige KLOP to deliver a part of the goods included in the proposal or offer at a corresponding part of the quoted price.
- 3.5 Proposals or offers are not automatically applicable to future contracts.

4. Rescission

- 4.1 KLOP is authorised to suspend compliance with its obligations or to rescind the Agreement by means of a unilateral statement to the Client if:
 - a. the Client does not comply with the obligations pursuant to the Agreement or not completely;
 - b. it has come to the knowledge of KLOP after the conclusion of the Agreement that there are circumstances that give good reason to fear that the Client shall not comply with the obligations and refuses to in connection therewith provide proper security requested by KLOP;
 - c. upon the conclusion of the Agreement the Client was requested to provide security for compliance with its obligations on account of the Agreement and the said security fails to materialise or is insufficient;
 - d. the Client applies for suspension of payment or is declared bankrupt.
- 4.2 KLOP is moreover authorised to rescind (have rescinded) the Agreement if circumstances occur that are of such nature that compliance with the Agreement is impossible or can, according to the principles of reasonableness and fairness, no longer be requested or if circumstances otherwise occur that are of such nature that unchanged maintenance of the Agreement can reasonably not be expected.
- 4.3 If the Agreement is rescinded then the claims of KLOP vis-à-vis the Client immediately fall due without a prior notice of default being required, including those resulting from the rescission. If KLOP suspends compliance with the obligations then it retains its claims by law and pursuant to the Agreement.
- 4.4 KLOP always reserves the right to claim compensation for any and all damages that it incurs as a result of the rescission.

5. Liability

- 5.1 KLOP shall not be liable for damages, of any nature whatsoever, due to the fact that it departed from incorrect and/or incomplete data supplied by or on behalf of the Client.
- 5.2 KLOP shall not be liable for damages, of any nature whatsoever, inflicted by third parties that (a) were hired by the Client or (b) were hired on the recommendation of the Client.
 - KLOP shall only be liable for damages (i) if the said damages fall under the cover of its liability insurance and such up to the amount that is paid out under its insurance plus the excess or (ii) if there is question of intent or gross negligence of KLOP or of one of its managers.
- 5.3 If (i) intent or gross negligence is out of the question or if (ii) the insurance does not pay out and there is nonetheless question of liability of KLOP then the said liability shall be limited to only direct damages (in

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the course of which liability for indirect damages is expressly excluded) up to a maximum of € 25,000.00 or the amount that a supplier of KLOP liable for the said damages pays by way of compensation for these incurred damages.

- 5.4 Any and all rights of claim and other authorities, on any account whatsoever, that the Client has vis-à-vis KLOP must have been received by KLOP in writing within 6 months after the moment that the Client has become or could reasonably have become familiar with the same, failing which they expire.
- 5.5 If the Client is addressed by third parties then the Client is held to assist KLOP both in and out of court and to forthwith do everything that can in that case be expected of the same. If the Client fails to take adequate measures then KLOP shall, without any notice of default being required, be entitled to proceed accordingly. Any and all costs and damages on the part of KLOP and third parties consequently incurred are fully at the risk and expense of the Client.
- 5.6 The Client indemnifies KLOP against claims of third parties who incur damages in connection with the implementation of the Agreement.

6. Force majeure

- 6.1 KLOP shall not be held to comply with an obligation if it is prevented from doing so as a result of a circumstance that cannot be attributed to negligence and that must neither be at its expense by law, a legal act or generally accepted practices.
- 6.2 For the purpose of these general terms and conditions force majeure is, apart from what is understood as such by law and case law, understood as any and all external causes, foreseen or unforeseen, that are beyond the control of KLOP.
- 6.3 KLOP is also entitled to rely on force majeure if the circumstance that prevents (further) compliance occurs after KLOP should have complied with its obligations.
- 6.4 During the period that the force majeure continues KLOP can suspend the obligations from the Agreement. If this period has continued for more than two months then each party is entitled to rescind the Agreement, without obligation to compensate the other party for damages.
- 6.5 To the extent that KLOP has meanwhile already partly complied or shall be able to comply with its obligations on account of the Agreement at the time of the occurrence of force majeure and independent value can be attributed to the part complied with respectively the part to be complied with, KLOP shall be entitled to invoice the part already complied with respectively the part to be complied with separately. The Client is held to pay the said invoice as if it were a separate agreement.

7. Payment and collection costs

- 7.1 Payment must – without any suspension, deduction or settlement with a claim that the Client alleges to have vis-à-vis KLOP – take place within 30 days after the date of the invoice.
- 7.2 If the Client fails to effectuate payment within the time limit of 30 days then the Client is by operation of law in default. As the occasion arises, the Client shall be liable to pay interest at a rate of 1.5% per month, unless the statutory commercial interest rate is higher in which instance the statutory interest rate shall apply. The interest on the claimable amount shall be calculated from the moment that the Client is in default up to the moment of satisfaction of the full amount.

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- 7.3 In case of liquidation, bankruptcy, attachment or suspension of payment of the Client the claims of KLOP vis-à-vis the Client immediately fall due, including the income lost and the additional costs incurred by KLOP.
- 7.4 KLOP is entitled to first apply the payments effectuated by the Client to the costs, then to the accrued interest and finally to the principal sum and the accruing interest.
- KLOP can, without consequently being in default, reject an offer for payment if the Client specifies a different order for the allocation.
 - KLOP can reject repayment in full of the principal sum if the accrued and accruing interest as well as the costs are not also paid.
- 7.5 If the Client fails to comply with or defaults on the (timely) compliance with its obligations then any and all reasonable costs to obtain satisfaction out of court shall be at the expense of the Client. The Client is, in any case, liable to pay extrajudicial costs in case of a monetary claim. The collection costs are calculated in accordance with the Dutch Extrajudicial Collection Costs (Standards) Act.
- 7.6 If KLOP incurred other costs, which were reasonably required, then these also qualify for reimbursement. The potentially incurred reasonable judicial and enforcement costs are also at the expense of the Client.
- 7.7 KLOP is always entitled to require that the Client provides in a manner acceptable to KLOP security, in particular through the issue of an unconditional bank guarantee, for compliance with its obligations deriving from the Agreement.
8. **Disputes**
- 8.1 The District Court in Utrecht is exclusively competent to take cognisance of disputes.
- 8.2 The parties shall only rely on the court after they have made every effort to solve a dispute amicably.
- 8.3 Dutch law is applicable to the Agreement.
- 8.4 This document is a translation of the original document which is drawn up in the Dutch language. In case of a discrepancy or a difference of opinion, the text of the Dutch original shall prevail.

Rental

9. **Subject of the Agreement**
- 9.1 KLOP commits to make the further to be specified equipment and/or indicated equipment available to the Client on the basis of the Agreement. The Client commits to accept the said equipment in conformity with the Agreement.
- 9.2 KLOP reserves the right to only make equipment available that is available at its warehouse at the time of the Agreement. KLOP aims to make the equipment available to the Client in a timely fashion. Partial deliveries are permitted.
- 9.3 The equipment is delivered non-assembled. KLOP shall not be liable for costs or damages of the Client deriving from late delivery or partial deliveries by KLOP.

Read and agreed:

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10. Rate

- 10.1 KLOP is entitled to adjust the stipulated rate if it is of the opinion that the cost price necessitates this. A rate increase takes effect two weeks after the increase has been communicated to the Client in writing. The Client is entitled to terminate the Agreement if the Client does not agree with the increase, in which instance the Client shall forthwith return the equipment at its sole expense to KLOP at its address in Vianen or at a different location to be designated by KLOP.
- 10.2 KLOP reserves the right to charge an amount for packaging to the Client. Transport costs, assembly costs and VAT are not included in the price.

11. Contract term

- 11.1 The term takes effect on the date specified in the Agreement or as much earlier as the equipment leaves the storage or the warehouse of KLOP and comes to an end on the day of return to the storage or the warehouse of KLOP.
- 11.2 During holidays, recognised public holidays, roster-free days, rain and cold-weather related downtime or industrial action the Client remains liable to effectuate the stipulated payment.
- 11.3 In case of rental the minimum rent period is four weeks. If the rented equipment is returned within four weeks then four weeks are invoiced, provided that no different minimum term or a different rate is stipulated in writing.
- 11.4 KLOP reserves the right not to renew (again conclude) the agreement after the expiry of the stipulated term.
- 11.5 Delays that occur during the loading, unloading and transport as well as the repair time are qualified as normal contract time.
- 11.6 The Client is held to compensate KLOP for any and all costs, damages and interest that are the result of early termination of the rental agreement, unless the parties stipulate otherwise in writing or unless there is question of an imputable failure to comply on the part of KLOP. These costs and damages also include the payable rent plus turnover tax on the stipulated remaining rent period, the costs of the stipulated goods and services to be delivered by KLOP, the costs of a new rental, any and all incurred and yet to be incurred costs for collection, both in and out of court, including the costs of legal assistance.

12. Delivery and transport

- 12.1 The equipment must at the time of delivery immediately be checked by the Client on completeness on the basis of the accompanying packing list. After a check on completeness and before the delivering lorry leaves, the packing list must be signed and the Client must record any defects in terms of the completeness on it, failing which the Client forfeits the right to rely on incompleteness.
- 12.2 If the Client does not report potential defects of the equipment to KLOP in writing within 5 days after receipt by the Client then the equipment is deemed to have been accepted in good order.
- 12.3 The transport of the equipment from the warehouse of KLOP to the designated location of the Client, including the loading and unloading, shall be at the risk and expense of the Client.

Read and agreed:

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13. Use

- 13.1 The equipment can only be used for purposes for which it is meant and cannot be overloaded. The Client cares for the equipment and the proper operation of the same as well as the proper operation of the available securities on or of the equipment.
- 13.2 The equipment can never be used at locations where the use and/or presence bring about any risk for the equipment. The Client must immediately report movements of the equipment to KLOP in writing. It is not allowed to transfer the equipment from the country of the first delivery to another country without prior written consent of KLOP.
- 13.3 During the contract term KLOP is authorised to check the condition of the equipment and the manner that it is worked with. The Client hereby already grants unconditional and irrevocable consent to KLOP or third parties appointed by KLOP for access to the equipment.

14. Return

- 14.1 At the end of the Agreement the Client is held to return the equipment to KLOP in a clean and complete fashion, unless the Agreement provides otherwise. The return to KLOP must take place with an itemised delivery list provided with the counted quantity of returned goods. Prior to the transport the Client must obtain information from KLOP regarding the opening hours of its storage or warehouse as well as the requested return location.
- 14.2 By way of exception to the main rule as intended in article 14.1, KLOP can mediate in the return transport or provide for this. In that case the equipment must be reported to KLOP by the Client in writing 3 working days before the end of the contract term. The transport from the Client to the warehouse of KLOP, including the loading and unloading, shall be at the risk and expense of the Client. If KLOP is, due to any circumstances whatsoever, unable to pick up the equipment on the stipulated day then the Client must keep the equipment and keep it insured as befits a good pater familias.
- 14.3 The Client is entitled to be present during the return and the subsequent inspection. Potential costs of, inter alia, loss, cleaning, injudicious use or similar matters or the consequences thereof that are required to return the equipment in the state that it was received in by the Client shall be at the expense of the Client, also if they were incurred without prior notification to the Client.
- 14.4 After return to the warehouse of KLOP inspection and counting of the equipment takes place. This inspection and counting of the equipment, at the warehouse of KLOP, is qualified as the only correct inspection and counting. The observations and quantities deriving from this have binding effect on the Client.
- 14.5 After partial return of the equipment the Agreement continues for the remainder until the remaining equipment is received at the warehouse of KLOP.
- 14.6 If too much equipment is potentially returned to KLOP and/or too much is released to KLOP then the said equipment can be picked up at the warehouse of KLOP within two weeks after written notification by KLOP to the Client.
- 14.7 If the Client, for any reason whatsoever, following a corresponding demand, still fails to comply with the obligation as intended in article 14.1 then KLOP is entitled to recover the damages and costs deriving from the same, including the costs of replacement, from the Client.

Read and agreed:

Date:..... Name:..... Signature:..... 6



15. Reservation of title in case of rental

- 15.1 Any and all equipment made available to the Client by KLOP remains the property of KLOP, unless the Agreement indicates otherwise.
- 15.2 The equipment can be used by the Client on the location indicated to KLOP in the order. At the said location the equipment may also be rented to third parties. Each and every movement of the equipment requires written consent of KLOP stating the new location, e.g. via the website of KLOP. The Client is not allowed to alienate, pledge or otherwise encumber the equipment or to change it such that the identification is hampered.
- 15.3 If third parties impose an attachment on the equipment made available by KLOP or intend to establish or enforce rights in respect of the same then the Client is held to inform the said third parties that it does not own the equipment. The Client must immediately inform KLOP of this and compensate KLOP for the damages that the latter incurs as a result of the measures of third parties.
- 15.4 If KLOP intends to exercise the ownership rights as intended in this article then the Client hereby already gives KLOP or third parties designated by the same unconditional and irrevocable consent to enter all the locations where the equipment and the properties of KLOP are located as also to take these goods back.

16. Warranty

- 16.1 KLOP warrants that upon delivery the equipment complies with the common requirements and standards that can be imposed on the same.
- 16.2 KLOP does by no means warrant a defect that is the result of injudicious or improper use or when, without written consent of KLOP, the Client or third parties made changes or tried to make changes in the equipment or used it for purposes for which the equipment is not meant.
- 16.3 If the warranty provided by KLOP is related to equipment that was produced by a third party then the warranty shall be limited to the warranty that the producer of the equipment provides vis-à-vis KLOP.

17. Insurance and damages

- 17.1 The Client shall be liable for theft, loss, missing, damage, vandalism, break-in, fire, explosion and water damage etc. of and to the equipment. This applies to the period between departure of the equipment and arrival of the equipment at the warehouse of KLOP. The Client is also liable for damages inflicted on the equipment.
- 17.2 The equipment is not insured by KLOP. The Client shall insure and keep insured the risks as intended in paragraph 1 and on demand provide KLOP insight into the policy of the said insurance(s). KLOP shall be mentioned in the same as the beneficiary. Moreover, the Client hereby assigns its claim vis-à-vis its insurer to KLOP.
- 17.3 Damages, deriving from situations as intended in article 17.1, must be reimbursed to KLOP by the Client. The level of the damages equals the costs of repair and/or the replacement value of the equipment, if and to the extent that the equipment is missing, if and to the extent that the equipment was lost and if and to the extent that repair is no longer possible at reasonable costs.
- 17.4 KLOP shall not be liable for damages and costs on the basis of late delivery or late pick-up of the equipment.

Read and agreed:

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Purchase

18. Delivery

- 18.1 Indicated delivery times are only approximate and can never be qualified as fatal deadlines, unless expressly stipulated otherwise.
- 18.2 An overstepping of time limits, due to any cause whatsoever, shall not entitle the Client to any compensation or to rescind the Agreement and/or not to comply with an obligation that is vested in the same pursuant to the relevant and/or another agreement existing by and between the parties.
- 18.3 Unless expressly stipulated otherwise, the delivery always takes place ex works / warehouse. Hence, as soon as the sold goods have left KLOP this takes place at the risk and expense of the Client, in this respect it is not relevant who provides for the transport and what means of transport and what transport route are selected.
- 18.4 If the Client fails to, on any account whatsoever, take receipt of the goods and they are ready for shipment then KLOP shall, at its sole discretion, be entitled to immediately rescind the Agreement either in whole or in part, to deliver the goods at the risk and expense of the Client, to store or have the goods stored either in whole or in part at the risk and expense of the Client and to charge the consequently incurred additional costs to the Client or to claim compensation. In case the goods were stored, either in whole or in part, at the risk and expense of the Client KLOP shall, after the goods have been stored for three weeks, yet be entitled to rescind the Agreement, either in whole or in part, or to claim compensation.

19. Reservation of title in case of purchase

- 19.1 Any and all delivered goods remain the exclusive property of KLOP up to the moment that the Client complied with any and all obligations that derive from or are related to agreements in pursuance of which KLOP committed to delivery, including claims regarding penalties, interest and costs, including costs on account of a loss of value and/or the taking back of delivered goods, and until all other claims of KLOP vis-à-vis the Client in respect of which KLOP can stipulate the reservation of title in a legally valid manner pursuant to section 92 of Book 3 of the Dutch Civil Code were complied with. Up to that moment the Client is held to keep the goods delivered by KLOP separate from other goods and clearly identified as property of KLOP and to properly insure and keep them insured and to on demand provide KLOP insight into the policy of this insurance and not to proceed with processing or treatment of the said goods.
- 19.2 As long as the Client has not acquired the title of the goods purchased by the same, the Client is not allowed to alienate, pledge or otherwise encumber the relevant goods in any way whatsoever other than within the normal performance of its business. If within the framework of its normal business operations the Client proceeds with the sale and/or delivery of the relevant goods then KLOP shall be entitled, as long as the Client has not fully complied with its payment obligations, on any account whatsoever, to claim that the claims deriving from the said sales of the Client vis-à-vis its buyers shall be transferred to KLOP.
- 19.3 If the Client does not comply with its payment obligations then KLOP is entitled to claim the goods delivered by the same as its property, both in respect of the Client and in respect of third parties after onward delivery, without prejudice to its right to compensation for the damages incurred by the same.

Read and agreed:

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19.4 If the Client processes and/or treats the delivered but yet unpaid goods and/or has these processed and/or treated by third parties at its own expense then KLOP also remains the owner of the processed and/or treated goods, even if another product is created due to the processing and/or the treatment.

20. Complaints and return shipment

20.1 The Client must inspect (have inspected) the purchased goods upon delivery or as soon as possible. In this respect the Client must verify whether the delivered goods comply with the agreement, i.e. whether the correct goods were delivered, whether they correspond with the stipulated quantity and/or whether the delivered goods comply with the stipulated quality requirements or, if these are absent, the requirements that can be imposed on normal use and/or commercial purposes.

20.2 If visible defects or shortcomings are observed then the Client must report this to KLOP in writing within 14 days after delivery.

20.3 Compliance with the agreement is deemed to have been proper between the parties if the Client failed to conduct the inspection or make the notification as intended in the previous two paragraphs of this article in a timely fashion.

20.4 The performance of KLOP is deemed to in any case have been proper if the Client commissioned, processed, treated or delivered the delivered goods or a part thereof to third parties respectively had these commissioned, processed or treated or delivered to third parties.

20.5 Delivered goods can exclusively be returned by the Client after written consent of KLOP.

20.6 A return shipment takes place at the risk and expense of the Client, unless expressly stipulated otherwise in writing.

Read and agreed:

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