

## General Rental Conditions

### QuickSpace B.V.

Lonnekerweg 298 7532RD Enschede  
The Netherlands

Chamber of Commerce Netherlands: 71299793

In these terms and conditions, QuickSpace.eu, established and having its registered office in Enschede at Lonnekerweg 298, 7532 RD, is referred to as "QuickSpace".

In these terms and conditions 'Tenant' refers to those who enter into negotiations as (future), tenant, client etc. and / or enter into agreements with QuickSpace with regard to goods and / or services to be supplied by QuickSpace and / or activities, also if several (legal) persons act together.

### Article 1: General

1. These rental conditions apply to all offers made by QuickSpace to the tenant, as well as to all agreements concluded by QuickSpace with the tenant, insofar as the parties have not explicitly deviated from these conditions in writing.
2. These rental conditions will always prevail over any general terms and conditions applied by the tenant. General terms and conditions used by the tenant are expressly rejected.
3. In the event that any provision of these general terms and conditions is annulled or declared null and void in court, the determination of what is legally valid between the parties must be made as closely as possible to the nullified or annulled provision. Furthermore, the remaining provisions of the conditions remain fully in force.

### Article 2: Offers

1. Offers made by QuickSpace are without obligation, unless a period for acceptance has been set. Changes can only be made by written confirmation from QuickSpace.
2. If a sample or model has been shown or provided by QuickSpace to the tenant, the sample or model is only provided by way of indication.
3. QuickSpace cannot be held to a quote or offer if the tenant can reasonably understand that (a part of) the quote or offer contains an obvious mistake or error.
4. The tenant must fully and accurately inform QuickSpace about the goods to be made available by QuickSpace and in connection therewith work to be carried out by QuickSpace and the circumstances in which that work must take place. If it appears that the information was incomplete or incorrect and as a result of this

extra costs must be incurred by QuickSpace, these costs, including man-hours, extra material costs and transport costs, can be charged by QuickSpace to the tenant.

## Article 3: Rental period and Cancellation of the lease before the start of the rental period

As soon as a quote made by QuickSpace has been accepted by the tenant, a rental agreement exists of which details are described in the accepted quote.

1. The rental agreement is entered into for a definite period of time, which period is specified in the accepted quote.
2. The tenant has the possibility to cancel the agreement before the start of the rental period, provided that QuickSpace is compensated as follows:
  - a. 40% of the quote value if canceled more than 90 before the start date of the rental period:
  - b. 50% of the quote value if canceled between 90 and 60 days before the start date of the rental period.
  - c. 60% of the quote value if canceled between 59 and 30 days before the start date of the rental period
  - d. 80% of the quote value if canceled between 29 and 10 days before the start date of the rental period
  - e. 90% of the quote value if canceled less than 10 days before the start date of the rental period.

## Article 4: (Government) regulations and licenses

1. The tenant is responsible for and timely takes care of the required permission from third parties, the required exemptions and / or permits, including user permits and fire safety permits in connection with the destination of the rented property. The tenant cannot object to QuickSpace for not obtaining or withdrawing the required permission, the required exemptions and / or permits. If QuickSpace suffers damage or has to incur costs as a result of the permission not obtained or withdrawn, the required exemptions and / or permits, the renter is obliged to compensate QuickSpace for this damage or costs.
2. Fees to be paid to a third party for placing, keeping in place or removing the rented property, in whatever sense, are entirely at the expense and risk of the tenant. Any payments made by QuickSpace will be charged to the tenant, even if this is not specifically agreed in the rent, deposit or reimbursement for the provision of additional services.

## Article 5: Establishment of the rented property

1. The tenant determines the place where the rented property is built. The tenant investigates whether and guarantees that the rented property can be established safely and without damage to the property of the lessor, tenant and / or third parties and infringement of other people's rights.
2. The tenant informs QuickSpace about the presence of pipes, cables, pipes and other works on, above or in the ground.
3. Tenant bears full responsibility for pipes, cables, earthworks, etc. that are present on, above or in the ground on which the rented property must be erected.
4. The site on which the rented property must be erected must be horizontal and leveled. QuickSpace may require the tenant to designate a different location if the location designated by the tenant prevents QuickSpace from being unsuitable, unsafe and / or not without risk of damage to the rented property, property of third parties or persons. The tenant cannot invoke QuickSpace for not making use of this authority.
5. The tenant guarantees that on the day or days that are required for the delivery and / or assembly of the rented property by QuickSpace, the site in question is completely free and cleared and can be driven properly. Provisions that are required are taken by the tenant and are entirely for his account.
6. The tenant offers QuickSpace the time to assemble / disassemble the rented property, which QuickSpace reasonably needs to carry out the work. The work is normally carried out on the normal working days within the usual working hours during the day, unless otherwise agreed.
7. When the rented property is installed by QuickSpace, the rented property is considered to have been delivered if:
  - a. the tenant has approved the placement of the rented property;
  - b. QuickSpace has informed the tenant that the installation of the rented property has been completed and the tenant has not indicated in writing before using the rented property that the rented property has been approved or not;
9. If the tenant does not approve the rented property, the tenant is obliged to inform QuickSpace in writing, stating the reasons. In that case, the renter must give QuickSpace the opportunity to deliver the work again and grant QuickSpace a reasonable period for this.

## Article 6: Use of the rented

1. The tenant is obliged to keep the rented property in the state in which it received it and to use it (itself) in accordance with the destination.

2. The tenant will behave in accordance with the provisions of the law and local regulations as well as with the customs regarding renting and leasing, the regulations of the government, the utilities and the insurers and all that is acceptable in society.
3. The tenant will observe the oral and written instructions by or on behalf of QuickSpace in the context of the proper use of the rented property. This includes instructions regarding maintenance, appearance and (fire) safety.
4. QuickSpace can refuse the tenant access to the rented property if the tenant has not (yet) fulfilled his obligations at the time that the tenant wishes to use the rented property for the first time. This has no consequences for the lease commencement date and the tenant's obligations arising from the lease.
5. QuickSpace is authorized to enter the rented property at all times.
6. The tenant is not permitted to rent, sublet or use the rented property in whole or in part to third parties, or to transfer the rental or use rights in whole or in part to third parties.
8. It is not permitted without the express written permission of QuickSpace:
  - a. make structural changes to the leased property;
  - b. to make changes or changes to the rented property, to stick on the painted property, to paint or to process it in any other way, to damage the rented property by using releasing materials such as serpentine, confetti, crepe paper, tape, tape or other contaminants, whether or not not caused by third parties present in the rented property;
  - c. sawing, nailing, cutting, pasting, spraying, etc .;
  - d. to have environmentally hazardous goods in, on, on or in the immediate vicinity of the rented;
  - e. to hang objects in the rented object, unless QuickSpace has given prior written permission for this.
9. The tenant will make fire extinguishing facilities, escape routes, emergency doors, emergency lighting and all other safety provisions in the rented available and keep it free at all times.
10. All risk of the rented property is for the tenant from the moment that the rented property is made available to the tenant until the moment that the rented property is returned to QuickSpace and accepted by QuickSpace.
11. The tenant is responsible for, or at least is responsible for, the proper use of the rented property by the users and must point out to the users the rules of conduct.
12. The tenant is liable to QuickSpace for all damage caused to the rented property or caused to the rented property regardless of whether it is the result of the fault of the tenant, third parties or force majeure.

13. The tenant takes care of and is responsible for reliable and sufficient energy supply to put the rented into operation. QuickSpace cannot be held liable for the malfunction or failure of the electricity during the use of the rented property.

14. The tenant will ensure reliable and sufficient energy supply for the domes, so that the domes stand up (do not collapse) until QuickSpace has arrived at the location to finish the domes and has given permission to remove the energy supply / disconnect the energy supply.

## Article 7: End of rental agreement

1. At the end of the rental agreement or at the end of the use, the tenant will deliver the rented property to QuickSpace in the condition that QuickSpace can expect from a well-maintained item of the type to which the rental agreement relates, without defects and completely clean and dry.

2. The tenant delivers the rented property cleared, free of use, cleaned and with the delivery of all items that are in, on, on, next to or under the rented property and that belong to the rented property or the QuickSpace, to QuickSpace.

3. The tenant is obliged to remove all items that he has installed in, on or on the rented property at his own expense. The non-removed items will be removed at the expense of the tenant.

4. The tenant guarantees that on the day or days that are necessary for dismantling and removing the rented property by QuickSpace, the building or site in question is free and cleared and is easily accessible, also for [heavy] trucks. Provisions that are required for this are taken by the tenant and are entirely for his account.

## Article 8: Price and payment

1. All prices are exclusive of VAT and other government levies, as well as any costs to be incurred in the context of the agreement such as shipping, transport and postage costs, unless otherwise agreed.

2. Unless otherwise agreed, the rental price does not include costs of transport, including transport insurance, costs of setting up the leased property, costs of repairs and fuels to be performed by or on behalf of QuickSpace.

3. QuickSpace is at all times entitled to demand security or full or partial payment in advance for the fulfillment of due and non-due payment obligations.

4. Payment must be made in euros and within 14 days after the invoice date.

5. If the tenant fails to pay an invoice in time, it will be in default immediately and without notice of default. The tenant then owes an interest of 1% per month, unless the statutory (commercial) interest is higher, in which case the legal (commercial) interest is due.

6. All (extra) judicial costs involved in the collection of invoiced amounts are for the account of the tenant. The extrajudicial collection costs amount to 15% of the principal with a minimum of € 150.00, unless the law provides otherwise.

## Article 9: Suspension and termination of the agreement

1. QuickSpace is authorized to suspend compliance with the obligations or to terminate the agreement immediately and with immediate effect, if:

- a. the tenant does not, not fully or not timely fulfill the obligations arising from the agreement;
- b. After the agreement was concluded, QuickSpace became aware of circumstances that give good reason to fear that the tenant will not fulfill his obligations;
- c. at the conclusion of the agreement the tenant has been requested to provide security for the fulfillment of his obligations under the agreement and this security is not provided or is insufficient;
- d. there is liquidation of the tenant, (application for) suspension of payment or bankruptcy, of seizure - if and insofar as the seizure has not been lifted within three months - at the expense of the tenant, of debt restructuring or any other circumstance that causes the tenant can no longer freely dispose of his assets;
- e. circumstances arise that are of such a nature that fulfillment of the agreement is impossible or unaltered maintenance of the agreement cannot reasonably be expected of QuickSpace.

2. If the termination is attributable to the tenant, QuickSpace is entitled to compensation for the damage, including the costs, arising directly and indirectly as a result.

3. If the agreement is dissolved, the claims of QuickSpace on the tenant are immediately due and payable.

4. If QuickSpace suspends the fulfillment of its obligations, it will retain its rights under the law and the agreement.

5. If QuickSpace proceeds to suspension or dissolution, QuickSpace is not obliged in any way to compensation for damage or costs arising in any way whatsoever.

## Article 10: Ownership

1. The rented items remain the property of QuickSpace at all times.

2. The tenant may not alienate, pledge or encumber the rented goods.

3. The tenant will immediately inform QuickSpace in writing of any seizure of the rented property. The renter must also inform QuickSpace where the relevant matter is on request.

## Article 11: Force majeure

1. Failure to comply with an obligation or the improper functioning of the rented property by QuickSpace is not attributable if this is the result of, at least in connection with, a circumstance beyond the control of QuickSpace, whether foreseeable or unforeseeable. The following are equated with failing: Serious difficulties, for example due to illness.

Such a circumstance applies in any case, but not exclusively: incomplete, late or non-fulfillment by suppliers of their obligations to QuickSpace, regardless of the reason or cause thereof, war or a similar circumstance, power outages (also during usage of the rented by tenant), water damage, mobilization, riot, sabotage, terror, fire, lightning strike, im- or explosion or outflow of dangerous gases or substances, natural disasters, extreme weather conditions, epidemics, strike, occupation, boycott or blockade, defects to machinery, disruptions in the supply of water and / or energy in the supplier's company.

2. If QuickSpace fails to comply with the agreement without this being attributable to it and compliance is permanently impossible, the agreement can be terminated with immediate effect. If compliance is not permanently impossible, dissolution can only take place after a period of two months in which compliance is impossible has expired. The tenant cannot claim any compensation.

3. If extra costs are attached to the fulfillment of the agreement after a situation of force majeure, QuickSpace is entitled to reasonably charge these extra costs to the tenant.

4. If QuickSpace has already partially complied with its obligations arising from the agreement at the time of the failure due to force majeure, QuickSpace is entitled to separately invoice the part that has already been fulfilled or the part to be fulfilled.

5. QuickSpace can never be held liable for direct or indirect damage caused by the (temporary) malfunction or maintenance of the rented property due to power failures at the location of the rented property.

## Article 12: Complaints

1. The tenant is obliged to inspect the rented property immediately after establishing the rented property or making the rented property available. Insofar as the tenant does not meet this obligation, the tenant cannot claim fulfillment or compensation if the rented property does not meet the tenant's destination.

2. If the tenant has not received the rented property in good condition, the tenant is obliged to notify QuickSpace in writing within 24 hours of receipt, at least before using the rented property, failing which it is assumed that the tenant has the rented property in good condition received.

3. The tenant must give QuickSpace the opportunity to investigate a complaint or have it investigated.
4. If the tenant complains in time, this does not suspend its payment obligation and in that case also remains bound by the agreement concluded between the parties.
5. In the event of a well-founded and timely complaint, QuickSpace shall at its discretion either replace the goods made available or repair them against the return of the original goods made available or pay a replacement fee for them to the tenant or credit a proportional part of the invoice.
6. If it is established that a complaint is unfounded, the costs incurred by QuickSpace in this regard will be entirely for the account of the tenant.

## Article 13: Liability

1. If QuickSpace should be liable, then this liability is limited to what is noted in this provision.
2. QuickSpace is not liable for damage of whatever nature caused by the fact that QuickSpace relied on incorrect and / or incomplete information provided by or on behalf of the tenant.
3. QuickSpace is only liable for direct damage.
4. Direct damage is exclusively understood to mean:
  - a. the reasonable costs for determining the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these terms and conditions;
  - b. any reasonable costs incurred to have the defective performance of QuickSpace comply with the agreement, insofar as these can be attributed to QuickSpace;
  - c. reasonable costs incurred to prevent or limit damage, insofar as the tenant demonstrates that these costs have led to the limitation of direct damage as referred to in these general terms and conditions.
5. QuickSpace is never liable for indirect damage, including consequential damage, lost profit, lost savings and damage due to business or other stagnation.
6. If QuickSpace should be liable for any damage, then the liability of QuickSpace is limited to the invoice value of the order, at least to that part of the order to which the liability relates.
7. The liability of QuickSpace is in any case always limited to the amount paid out by its insurer where appropriate.



## Article 14: Disclaimer

1. The tenant indemnifies QuickSpace against possible claims from third parties who suffer damage in connection with the implementation of the agreement and whose cause is attributable to others than QuickSpace.
2. The tenant is obliged to assist QuickSpace both in and out of court if QuickSpace is addressed on the basis of the first paragraph of this article and immediately do everything that can be expected of it in that case.
3. If the tenant fails to take adequate measures, QuickSpace is entitled to do so itself without further notice of default. All costs and damage on the part of QuickSpace and third parties that arise as a result are fully at the expense of the tenant.

## Article 15: Joint and several liability

If several (natural and / or legal) persons have committed themselves as tenants, they are always jointly and severally liable to QuickSpace for all obligations arising from the lease.

## Article 16: Applicable law and competent court

1. All agreements concluded between parties are governed by Dutch law.
2. Without prejudice to the right of QuickSpace to submit a dispute to the competent court according to the law, disputes between parties will in the first instance be submitted to the competent court at the place of QuickSpace, unless the law requires otherwise.

**Use of all our products is entirely at your own risk.**