



GENERAL RENTAL TERMS AND CONDITIONS

English – translation

Definitions

For the purposes of the Rental Agreement and these General Rental Terms and Conditions, the following definitions apply:

Lessee: the legal entity or natural person to whom the Equipment is made available.

Lessor: the Hoist entity expressly identified as lessor in the Rental Agreement, quotation, order confirmation or invoice, being Hoist International B.V., Hoist International GmbH or HI moving up 2024 SLU.

Rental Agreement: the document recording the names of the Lessor and Lessee, the agreed terms and conditions and the rented Equipment.

Rental Rates: the agreed compensation for use of the Equipment, as specified in the applicable rental guide or price list.

Equipment: all equipment and materials made available by the Lessor.

Article 1. Rental Rates

All rental rates are based on a minimum rental period of one (1) week. Weekly rental rates are based on five (5) working days per week. All transport costs for delivery and/or collection of the Equipment shall be charged in full to the Lessee.

Article 2. Insurance and Liability

Unless expressly agreed otherwise in writing, the rented Equipment is not insured by the Lessor. The Lessee is fully liable for any loss or damage of whatever nature arising during the rental period in connection with or caused by the Equipment, including but not limited to direct, indirect, material, financial and economic loss and consequential damage.

Article 3. Indemnification

The Lessee shall indemnify and hold harmless the Lessor, to the fullest extent permitted by law, against all claims made by the Lessee or third parties relating to the damage referred to in Article 2.

Article 4. Transfer of Risk

The Lessee's responsibility and liability for the Equipment commence when the Equipment is handed over to the Lessee by an employee or representative of the Lessor (including a driver) and end only when the Equipment has been returned to and accepted by an employee or representative of the Lessor.

Article 5. Commencement of Rental Period

The rental period commences at the beginning of the day agreed by the Lessee and the Lessor.

Article 6. End of Rental Period

The rental period ends on the date agreed by the Lessee and the Lessor.

Article 7. Interim Invoicing

Where the rental period exceeds one (1) week, the Lessor is entitled to issue interim invoices.

Article 8. Immediate Termination

The Lessor may terminate the Rental Agreement with immediate effect, without prior notice of default or judicial intervention, if:

All judicial and extrajudicial collection costs incurred in enforcing the Rental Agreement shall be borne by the Lessee.

the Lessee fails to fulfil or properly fulfil an obligation under the Rental Agreement;
an application is filed for suspension of payments or bankruptcy of the Lessee;
an attachment or seizure is levied against the Lessee's assets;
the Lessee's business is wholly or substantially discontinued, suspended or liquidated;
the Lessee wholly or substantially vacates or apparently permanently abandons its premises without prior written notice;
any other circumstance arises that gives the Lessor reasonable doubt as to the Lessee's performance of its obligations.

Article 9. Use and Maintenance

The Lessee shall treat all rented Equipment in accordance with the Lessor's written and/or verbal instructions and shall at all times use it with due care and solely for its intended purpose. The Lessee shall observe the maintenance intervals indicated on the Equipment and, where necessary, notify the Lessor. Relevant information can be found on the service sticker affixed to the Equipment.

Article 10. Damage to Equipment

The Lessee is liable for damage to the Equipment occurring during the rental period unless caused solely by normal wear and tear or an inherent defect in the Equipment.

Article 11. Compensation for Damage

The Lessee shall compensate the Lessor for all damage resulting from careless or improper use, loss, damage, insufficient maintenance, rendering Equipment or installations unusable or worthless, or other misuse.

Article 12. Breakdowns and Repairs

Any malfunction of the Equipment must be reported immediately and in any event within twenty-four (24) hours to the Lessor's service department. In the event of a malfunction, the Lessor shall repair the relevant machine on site at the Lessee's expense, unless caused by normal wear and tear or an inherent defect in the installation itself.

No rent shall be charged for a malfunction lasting more than one (1) day, provided it was reported in time and resulted from normal wear and tear or an inherent defect. Work on the installation may only be performed by persons designated by the Lessor, except for daily inspections in accordance with instructions. The Lessor shall never be liable for business interruption, loss of production, loss of profit or other indirect or consequential damage arising from a malfunction or improper functioning of the Equipment.

Article 13. Location and Use

The Lessee shall inform the Lessor of the location where the Equipment is used and shall always grant the Lessor access for inspection, service or maintenance. Transport to another location is permitted only with the Lessor's prior written consent. Subleasing, lending or otherwise making the Equipment available to third parties is prohibited without prior written consent.

Article 14. Return of Equipment

At the end of the rental period, the Lessee shall return the Equipment clean, undamaged and serviceable. Returned Equipment will be inspected and tested at the Lessor's workshop, if desired in the Lessee's presence. Damage and defects will be reported to the Lessee. Repair or replacement costs are for the Lessee unless caused by normal wear and tear or an inherent defect in the Equipment.

Article 15. Acceptance of Terms

By accepting delivery of the Equipment, the Lessee agrees to comply with these terms and accepts the obligations and liabilities arising from them.

Article 16. Use by Lessee

The Equipment may be used exclusively by the Lessee and/or its personnel in the performance of their duties. Without the Lessor's prior written consent, the Lessee may not make the Equipment available to third parties, sublease it, or transfer rights or obligations under the Rental Agreement.

Article 17. Ownership and Security Interests

The Lessee acknowledges and, where necessary, agrees that ownership of the Equipment may be vested in or transferred to a third party, or that the Equipment may be or become pledged or otherwise serve as security in favour of a third party for amounts owed or to become owed by the Lessor to that third party.

Article 18. Surrender upon Third-Party Demand

Notwithstanding the Rental Agreement, the Lessee shall surrender the Equipment to the third party referred to in Article 17 upon first demand and shall not invoke any right of retention or similar right. If the third party demands surrender because the Lessor has failed to perform its obligations to that third party, the Rental Agreement shall terminate automatically with immediate effect. The Equipment shall be delivered to the third party's offices or another location designated by it.

Article 19. Continuation by Third Party

If the situation in Article 17 occurs and the third party wishes the Lessee's use to continue, the Lessee shall, upon first request, enter into a rental agreement with that third party for the remaining term of the existing Rental Agreement on the same terms and conditions.

Article 20. Exclusion of Statutory Provisions

The parties exclude the applicability of Articles 7:226 and 7:227 of the Dutch Civil Code (Burgerlijk Wetboek), to the extent legally permitted.

Article 21. Third-Party Rights

The third-party beneficiary clause in Articles 16 through 19 may not be revoked or amended by either the Lessee or the Lessor.

Article 22. Lessee's General Terms

The Lessor expressly rejects the Lessee's general terms and conditions. Any deviation from or amendment to these General Rental Terms and Conditions is valid only if expressly approved in writing by the Lessor in advance.

Article 23. Governing Law and Jurisdiction

All Rental Agreements to which these General Rental Terms and Conditions apply in whole or in part are governed exclusively by Dutch law as applicable in the European part of the Kingdom of the Netherlands. The United Nations Convention on Contracts for the International Sale of Goods (CISG/Vienna Sales Convention) is excluded.

Pursuant to Article 25 of Regulation (EU) No. 1215/2012 (Brussels I Recast), all disputes arising out of or in connection with the Rental Agreement or these General Rental Terms and Conditions shall be submitted exclusively to the competent court of the District Court of Rotterdam (Rechtbank Rotterdam), the Netherlands, to the extent such jurisdiction clause is legally permitted.