



Altitop – General Lease Terms and Conditions

1 General provisions and definitions

- 1.1 In the present General Terms and Conditions, the following terms, when capitalised, have the following meaning, if and in so far as these General Terms and Conditions do not explicitly provide otherwise:
- 1.1.1 **Supplier:** Vertimac BVBA, a private limited company under Belgian law with enterprise, c.q. VAT number BE 0835.103.781, with its registered office in Belgium, 8790 Waregem, Industrielaan 30. "Altitop" is a commercial name of Vertimac, and is filed as brand under reference 016273435.
 - 1.1.2 **Client:** a legal entity or natural person who is not a consumer in the meaning of Section I.1,1° of the Code of Economic Law and who concludes a Lease Agreement with the Supplier.
 - 1.1.3 **Leased Equipment:** the expressly described machinery, devices, accessories, equipment, attachments, fittings, parts, maintenance and/or repair works and installation services that are the subject of the Lease Agreement concluded between the Supplier and the Client.
 - 1.1.4 **Agreement or Lease Agreement:** any and all provisions set out in these General Terms and Conditions, and the provisions contained in our offers and order confirmations, insofar as these provisions differ from the provisions of the General Terms and Conditions.
 - 1.1.5 **Offer:** a written no-obligation invitation by the Supplier for a potential other party containing an offer to conclude an agreement. The Agreement is not concluded upon the mere acceptance of the Offer by the other party.
 - 1.1.6 **Order Confirmation:** the written confirmation and acceptance by the Supplier of the order placed by the Client. The Agreement is effected upon receipt of the Order Confirmation.
 - 1.1.7 **Lease Price:** the price to be paid for the Leased Equipment is considered to be the cost price of a standard machine with normal lifting height, without special equipment or options, and is exclusive of VAT, taxes, duties and levies, import or export duties.
 - 1.1.8 **Costs:** the costs of insurance, for delivering or collecting the Leased Equipment and the running costs (such as fuel), and any assembly, installation and commissioning costs. The Costs are exclusive of VAT, taxes, duties and levies.
 - 1.1.9 **Working Day(s):** a calendar day from Monday up to and including Friday, except if that day is a legally recognised holiday in Belgium.
 - 1.1.10 **Week:** all Working Days in a period from Monday up to and including Friday.
 - 1.1.11 **Month:** all Working Days in a calendar month.

2 Applicability and acceptance of these General Terms and Conditions

- 2.1 Barring other written agreements, the legal relationship between the Supplier and the Client, however named, will be governed exclusively by the present General Terms and Conditions as well as, where relevant and in so far as drawn up, by the Offer and the Order Confirmations. The Agreement excludes any further application of the Client's General or Special Terms and Conditions. The Client therefore acknowledges that its General or Special Terms and Conditions do not apply to the Agreement.
- 2.2 The General Terms and Conditions are valid as of the date on which the Supplier has sent the Order Confirmation. The capacity of the Client and the consequences thereof pursuant to these General Terms and Conditions may, however, already be applicable prior to the conclusion of an agreement (e.g. in the interpretation of the Offers drawn up by the Supplier).
- 2.3 In the event of any conflict between the provisions of the General Terms and Conditions, the Offer and the Order Confirmation, the provisions of the Order Confirmation will prevail over the conflicting provisions of the Offer and the General Terms and Conditions. In the event of any conflict between the provisions of the General Terms and Conditions and the Offer, the provisions of the Offer will prevail over the conflicting provisions of the General Terms and Conditions.
- 2.4 Once the Client has accepted these General Terms and Conditions (even implicitly, for example by paying invoices without reservation or by accepting delivery or commencement thereof by the Supplier without reservation), it also agrees that the General Terms and Conditions will apply to any subsequent agreements concluded between him and the Supplier.
- 2.5 The Supplier reserves the right to amend the provisions of the Agreement at all times. The Client is informed about this/these amendment(s) in advance in writing.
- 2.6 The Agreement replaces all written or oral agreements, contracts, proposals and obligations relating to the same subject, as described in the Agreement, which would precede the date of the Agreement.

3 Offers, Order Confirmations and orders

- 3.1 Offers and Order confirmations apply to the whole request and are indivisible.
- 3.2 The prices mentioned in an offer are guaranteed during a term of two (2) weeks.
- 3.3 Offers may solely be regarded as a proposal made by the Supplier and do not bind the Supplier in any way, not even after acceptance by the Client. The Agreement is only effected upon receipt of the Order Confirmation.

- 3.4 The Supplier assumes that the information, drawings and other data provided by Client are correct and that it may use them as a basis for his Offer and Order Confirmations. In the event the Client places an order quoting references of the Supplier or another producer, the Supplier assumes that these correspond to the goods the Client actually wants to order.
- 3.5 Pictures, dimensions, capacities, weights, descriptions of equipment and options and other specifications of machinery and parts, price lists, offers included in the catalogue and/or on the Supplier's website as well as demonstration models are approximate and for information purposes only. The aforesaid are only provided as no-obligation information.
- 4 Object
- 4.1 The Leased Equipment is always basic equipment without any additional special equipment, unless expressly agreed otherwise in writing.
- 4.2 The Client is fully liable for his choice of the Leased Equipment. The Leased Equipment consists of standard goods that were not specifically created for the Client's needs, or goods that the Supplier has modified at the Client's request in accordance with the specifications described by the Client. The Supplier is not liable in any way if it were to appear that the Leased Equipment does not meet the Client's specific needs and the intended purpose and use, if the Leased Equipment meets the specifications described by the Client.
- 4.3 The Client acknowledges that the Supplier or one of his affiliated companies remains the exclusive owner of all intellectual property rights in respect of the Leased Equipment and the name and the logo under which they are made available by the Supplier and undertakes not to make any claim in this respect.
- 5 Lease Price and deposit
- 5.1 The Lease Price and Costs are determined in the Agreement. The Costs will be borne by the Client and will be invoiced separately.
- 5.2 The Supplier may ask the Client for a deposit and/or advance when concluding the Agreement. The deposit will be credited to the invoice or refunded after the Supplier has established that the Leased Equipment is still in the same condition and that the Client has met his obligations towards the Supplier under this Agreement or any other agreements concluded between the Supplier and the Client.
- 5.3 The Lease Price can be expressed per Working Day, per Week or per Month.
- 5.4 In the event that the Agreement commences or ends during the course of the lease period, the Lease Price is calculated *pro rata temporis*. The Lease Price is always charged for the full Working Day on which the lease commences as well as for the full Working Day on which it ends.
- 5.5 Irrespective of whether it concerns a fixed-term or open-ended Lease Agreement, the Lease Price for Leased Equipment applies to a use of eight (8) working hours per Working Day and per machine. For each hour exceeding aforesaid maximum, the Supplier will charge the Client an additional Lease Price, which is calculated proportionally on the basis of the Lease Price stipulated in the Agreement. For each event that the Leased Equipment is used on a day that is not considered a Working Day pursuant to these General Terms and Conditions, the Supplier will charge the Client an additional fee, which corresponds to the Lease Price for a full Working Day as stipulated in the Agreement.
- 5.6 For each event for which it is established that the Leased Equipment is used when the Agreement has already ended in accordance with Article 9 and before the Leased Equipment is actually returned to one of the Supplier's locations, the Supplier will charge the Client an additional fee which corresponds to the Lease Price for a full Working Day as stipulated in the Agreement.
- 5.7 In the event the Leased Equipment is used for fewer hours than the Client was allowed pursuant to the Agreement, the Lease Price will never be reduced.
- 5.8 The Supplier is at all times authorised to read the hour meter on-site or to monitor it remotely in order to determine the actual duration of use of the Leased Equipment. The Client will notify the Supplier in writing about the reading of the hour meter on request.
- 6 Payment
- 6.1 Barring any other agreement expressly confirmed by the Supplier in writing, all invoices must be paid in cash in Waregem immediately after receipt thereof. We do not give any cash discounts.
- 6.2 The Lease Price and Costs for the Leased Equipment are invoiced monthly by the Supplier, or according to another periodicity at the Supplier's discretion. Upon termination of the Lease Agreement, the Lease Price and Costs will in each case be invoiced immediately to the Client. The Client expressly recognises that it cannot derive any right from any delay in invoicing by the Supplier.
- 6.3 The Client is not entitled to suspend and/or postpone any Lease Price payments, or to set off any debts on the part of the Supplier, even in case of a complaint pertaining to the (partial) execution of the Agreement lodged for whatever reason, including legal proceedings.
- 6.4 The Lease Price and Costs are only regarded as having been paid from the moment they have actually been received by the Supplier in its bank account number indicated on the invoice, and quoting the reference indicated on the invoice.
- 6.5 Without prejudice to a contrary indication in the payment reference, the Client's payment will first serve to settle any due interest and costs, and then the outstanding invoices starting with the invoice with the oldest invoice date until the most recent one.
- 6.6 Payments by cheque or bill of exchange are not accepted, and this practice does not release the Client from any obligation.
- 6.7 In the event of complete or partial non-payment of the debt on the due date as provided in the Agreement, an annual interest in accordance with the Belgian Act of 2 August 2002 on combating late payment in commercial transactions (*Wet van 2 augustus 2002 inzake de bestrijding van de betalingsachterstand bij handelstransacties*) is due on the entire outstanding amount by operation of law and without notice of default being required as of the first calendar day after the due date to the date on which the outstanding amount is paid in full. The Client is moreover in aforesaid case immediately obliged to pay a flat-rate compensation amounting to 15% of the outstanding balance with a minimum of 250 EUR by

operation of law and without notice of default being required, even when granted a grace period, without prejudice to the Supplier's right to claim a higher compensation for damages, if the actual damages are higher.

- 6.8 In the event of complete or partial non-payment of a single invoice on the due date, the remaining balance of all other invoices, even those that are not yet due, will be immediately due and payable by operation of law and without notice of default being required.
- 6.9 In the event the Supplier becomes aware of any circumstance that could substantially affect the financial situation of the Client or one of the Client's affiliated companies, all outstanding amounts, including those owed by the Client to the Supplier's affiliated companies, will be immediately due and payable without notice of default being required.
- 6.10 In the event the Client requests to invoice an order to a third party when placing the order, the Client remains jointly and severally and indivisibly liable for meeting his obligations under the Agreement, despite the order being invoiced to a third party and despite possible acceptance by such third party.

7 Right of retention

- 7.1 In case of non-payment, the Supplier has a right of retention in respect of all objects and documents submitted to him by the Client until full payment of the Lease Price the Costs, and any interest or additional collection costs.

8 Delivery

- 8.1 The Leased Equipment is made available to the Client at one of the Supplier's business locations. If the Client so requests, the Leased Equipment can be made available to the Client, who will bear the costs and risk in connection with the transport and the delivery, at the address indicated in the Agreement. The Supplier is entitled to deliver the Leased Equipment or to have it delivered at the address indicated by the Client at the Client's risk, even if the Client is not present at that time. The consignment note will be considered as proof of delivery.
- 8.2 The delivery dates are only approximate and are therefore not binding, unless otherwise agreed in writing between the parties. Delays in delivery may never give rise to default penalties, compensation or termination of the Agreement on the part of the Supplier, nor to the Client's refusal to accept the delivered Leased Equipment.
- 8.3 Any delivery date expressly agreed will only commence after the Supplier has received all information and documents required for performing the delivery.
- 8.4 In the event the Supplier would nevertheless have expressly undertaken to pay damages in writing for late delivery in the Agreement, these damages are solely payable if the Client has given notice of default to the Supplier by registered letter within a term of five (5) calendar days from the expiry of the delivery term, because the delivery term has been exceeded including proof of any damages suffered. The Supplier will not be obliged to pay damages if the late delivery is the result of Force Majeure, or if it is at least partially attributable to the Client. In the latter case, the Client is obliged to compensate the damages and costs. The compensation for late delivery is in each case limited to 0.5 % of the Lease Price per full Week of late delivery as of the 21st Working Day from the initially foreseen delivery date.
- 8.5 In the event partial delivery has taken place and the Client refuses to accept any subsequent delivery/deliveries or if the Client makes it impossible to make any subsequent delivery/deliveries, invoices for already delivered Leased Equipment will be directly payable and due and the Client will be obliged to pay a flat-rate compensation amounting to 35% of the Lease Price of the non-performed part of the Agreement, without prejudice to the Supplier's right to claim a higher compensation for damages, if the actual damages are higher.

9 Term of the Agreement

- 9.1 The Agreement can be concluded for a definite or indefinite duration.
- 9.2 The Agreement commences on the day the Leased Equipment is delivered as provided in article 8 and in accordance with the conditions of article 5 of these General Terms and Conditions and ends on the day of expiry of the Agreement in case of a fixed-term Agreement, or the Working Day after the Client has notified the Supplier in writing that it is terminating the Agreement in case of an open-ended Agreement. The Supplier will no longer charge the Client a Lease Price after aforesaid Working Day. The Leased Equipment however remains at the Client's risk until it has actually been returned to one of the Supplier's business locations. The Supplier undertakes to collect the Leased Equipment, insofar as the Client has requested this, within eight (8) Working Days as of receipt of the Client's notification.
- 9.3 The parties will not be able to invoke tacit renewal or renewal, unless they have stipulated this in writing upon conclusion of the fixed-term Agreement and have agreed on a renewal term or a renewal of contract.
- 9.4 However in the event the Leased Equipment is not returned to the Supplier by the Client on the end date determined in the Agreement, the Lease Price will be charged on by way of payment for use to the day the Leased Equipment is actually returned by the Client to one of the Supplier's business locations, unless otherwise agreed in writing.
- 9.5 The Supplier may terminate the Agreement immediately by registered letter, without any right to damages arising from this for the Client, and without prejudice to the Supplier's right to claim damages in the following cases:
 - 9.5.1 in the event the Leased Equipment is severely damaged;
 - 9.5.2 in the event the Leased Equipment is stolen or lost;
 - 9.5.3 in the event the maintenance and/or repair costs to be borne by the Supplier under this or any other agreement are less favourable than the Supplier could have reasonably expected at the time the Agreement was concluded;
 - 9.5.4 in the event the Client fails to meet his obligations ensuing from the Agreement;

- 9.5.5 in the event the Supplier's confidence in the Client's creditworthiness or the creditworthiness of one of the Client's affiliated companies is shaken by (i) legal proceedings of execution and enforcement against the Client or one of the Client's affiliated companies, (ii) the parameters or the evolution of the parameters obtained from third parties whose normal activity consists of analysing financial figures and/or assessing creditworthiness.
- 9.6 The Supplier reserves the right to consider the Agreement dissolved by operation of law and without notice of default being required in case the Client is declared bankrupt, in case of a judicial reorganisation or in case of legal proceedings considered equivalent thereto, is granted a deferment of payment, in case of the Client's clear inability, in case the Client is granted protection under the Belgian Enterprise Continuity Act (*Wet Continuïteit Ondernemingen – WCO*) or any procedure considered equivalent thereto, is dissolved, is liquidated, in case the Client is summoned to appear in court for late payment, opens a file with the Belgian service for tracing companies in difficulties, sale, transfer, relocation to another country, pledging, in case the Client contributes his trading enterprise or equipment to a company.
- 9.7 In the event an Agreement is cancelled or terminated by the Client, the Client undertakes to pay a severance payment within eight (8) days, as determined in accordance with article 9.8.
- 9.8 In the event an Agreement is ended under application of the provisions of the previous paragraph, the Supplier will be entitled to damages and/or a severance payment from the Client, fixed at 20% of the Lease Price for the term that has not yet expired, with a minimum amount equal to the Lease Price for four (4) months, without prejudice to the Supplier's right to claim a higher compensation for damages if the actual damages are higher.
- 10 Ownership of the Leased Equipment
- 10.1 The Supplier is the exclusive owner of the Leased Equipment.
- 10.2 The Client undertakes to clearly and visibly affix the Supplier's property tag and other insignia made available to him by the Supplier to the Leased Equipment and to ensure that they are not damaged, removed or covered.
- 10.3 The Client must immediately notify the Supplier in writing of any relevant fact that could affect the ownership or use of the Leased Equipment. This is the case, for example, if the Leased Equipment is stolen, damaged or claimed in whole or in part or in case of a technical defect; if it is involved in an incident with bodily or material damage; if a third party seizes or takes protective measures, in whole or in part, in respect of the Leased Equipment.
- 10.4 The Client must in such case immediately notify the bailiff or party seizing the Leased Equipment or any other third party involved about the fact that the Leased Equipment is the property of the Supplier. The Supplier will simultaneously receive a copy of this written notification.
- 10.5 In the event the Client is not the owner of the building in which or the premises on which the Leased Equipment is stored or ceases to be the owner of the aforesaid, it undertakes to inform the owner or the new owner of the building or the premises by registered letter about the fact that it is not the owner of the Leased Equipment. The Supplier will simultaneously receive a copy of this written notification.
- 10.6 The Supplier may at all times require the Client to submit both aforesaid notifications.
- 11 Condition of the Leased Equipment
- 11.1 The Leased Equipment is leased in the condition it is in at the time of delivery, known to the Client. If the Client requests delivery of the Leased Equipment in accordance with article 8, the Supplier will draw up a description of the condition of the Leased Equipment at the time of delivery in the form of a photo report.
- 11.2 According to the type, the Leased Equipment is leased with a full fuel tank or a fully charged battery.
- 11.3 The Client must immediately submit the Leased Equipment to a normal, careful inspection upon receipt and check for defects or shortages.
- 11.4 In the event the Client, or his legal or authorised representative, is not present at the time of delivery, the Client has a term of 24 hours as of delivery of the Leased Equipment to inspect the Leased Equipment.
- 11.5 Acceptance without immediate protest or without protest within the aforesaid term of 24 hours as of delivery of the Leased Equipment covers any visible defects and deprives the Client of the right to complain about any visible defects at a later date.
- 11.6 Acceptance without immediate protest or without protest within the aforesaid term of 24 hours as of delivery of the Leased Equipment is understood to imply the Client's acknowledgement that all customary documents and permits and/or all documents and permits required by law are present, and deprives the Client of the right to complain about the absence of aforesaid documents and permits at a later date.
- 11.7 Defects discovered during the lease period must be notified to the Supplier in writing. The Supplier indemnifies the Client for all hidden defects to the Leased Equipment that prevent the use thereof for a term of six (6) months.
- 11.8 At the end of the Lease Agreement the Client must return the Leased Equipment to the Supplier in the same condition in which it received the Leased Equipment, including all documents and certificates. The Supplier will inspect the Leased Equipment for damage and defects within two (2) weeks. If the Supplier discovers any damage, defects and/or absence of documents or certificates, it will draw up a damage report and send that report to the Client in writing. The Client will have five (5) Working Days from the date of dispatch to contest this damage report by e-mail or fax. In the absence of such contestation within the aforesaid term, the Client will be deemed to have accepted its liability for the damage and/or defects and to agree to the payment of the amounts included in the Supplier's specifications.
- 11.9 Any damage to the Leased Equipment discovered at the time of return will be expected to have been caused by the Client and the Client will therefore bear all costs arising from the damage. The Client is obliged to pay the Lease Price during the period in which the Supplier carries out the repairs described above.

12 Maintenance of and repairs to the Leased Equipment

- 12.1 Maintenance and repair works are performed exclusively by the Supplier or a person designated by the Supplier.
- 12.2 The maintenance schedule for the Leased Equipment is always included in the accompanying documents of the Leased Equipment.
- 12.3 The Client must inform the Supplier by phone and in writing about any maintenance and repair works that have to be performed. The Supplier will take the necessary steps to carry out or have carried out the maintenance and repair works as quickly as possible. To this end, the Client make the Leased Equipment and the necessary facilities and space available to the Supplier or (a) person(s) designated by the Supplier for this purpose during the Supplier's normal working hours in order to enable him/them to perform the maintenance and repair works. In the event the maintenance and repair works cannot be performed on-site, these will be performed on the Supplier's premises.
- 12.4 In case of a fixed-term Lease Agreement exceeding a term or twelve (12) months, the Client will provide a closed storage space so the Supplier can stock up spare parts on-site. The Client will take out all necessary insurances for the full value of the spare parts from the day they are put in the storage space.
- 12.5 In the event the Supplier believes it to be reasonably impossible to perform the repair works to the Leased Equipment at the Client's request and believes that the repairs will take longer than one (1) Working Day, the Supplier will make replacement equipment available to the Client for the duration of the repair works. This replacement equipment should not necessarily be identical to the equipment undergoing repair. The costs connected with making replacement equipment available will be borne by the Supplier, unless the repair is attributable to the Client.
- 12.6 The Client is not under any circumstances entitled to claim damages or a proportional rental price reduction in the event the Leased Equipment cannot be used temporarily due to maintenance or repair works.
- 12.7 All repairs during the term of the Agreement, including minor lease repairs, are borne by the Client, unless the Client is able to demonstrate that the damage was caused through no fault of his own. Repairs are invoiced separately to the Client.
- 12.8 In the event the Supplier is requested to perform repairs and this request is cancelled at the time the Supplier's employees are already on their way, the spent hours and transport costs will be invoiced to the Client.
- 12.9 All replaced and incorporated documents become the property of the Supplier by operation of law and without any compensation being required. Such items and accessories may under no circumstances reduce the value of the Leased Equipment or impede its use in accordance with its destination. If any maintenance or repair work has been carried out without the Supplier's prior written consent, the Supplier is entitled to examine the Leased Equipment at the Client's expense and, if necessary, to restore it to its original condition.

13 Client's obligations

- 13.1 The Client undertakes:
 - 13.1.1 To comply with the provisions of the Agreement and all applicable local regulations in force pertaining to the possession and use of the Leased Equipment, including, but not limited to the statutory requirements concerning the use of personal protective equipment;
 - 13.1.2 To use the Leased Equipment with due care and diligence in accordance with its intended purpose as set out in the Agreement or, in lack thereof, in accordance with the normal purpose of the Leased Equipment;
 - 13.1.3 To inspect and maintain the Leased Equipment on a daily basis on the basis of the technical checklist and lubrication schedule available in the document compartment of the Leased Equipment, also including a daily inspection of the oil level, cooling water, tyre pressure, battery water;
 - 13.1.4 To regularly clean the Leased Equipment inside and out, including all dust filters and radiator elements;
 - 13.1.5 To store the Leased Equipment in a covered and enclosed and secure place when it is not being used by the Client; and take the necessary preventive measures to protect the Leased Equipment (for example: do not leave keys in the ignition, put the equipment behind a fence...);
 - 13.1.6 To carefully store the Leased Equipment in a secure environment during the period between the delivery and conclusion of the Agreement, and during the period between the end of the Agreement and return to or collection by the Supplier.
- 13.2 The Client may only make the Leased Equipment available to persons acting under its authority. These persons, as well as the Client, must have the relevant statutorily required proof of competence, licenses or permits, where applicable, and must meet all requirements, inter alia those set by the insurer of the Leased Equipment.
- 13.3 The Client may not in any way whatsoever, in whole or in part, hand over the Leased Equipment for safekeeping, sublet or transfer the Leased Equipment to thirds or other parties in any way whatsoever, either for storage, subletting or as security. The Client whose corporate object is hiring out equipment and for whom such hire is a customary business practice may, however, sublet, on condition that the Supplier is informed of this in advance.
- 13.4 The Client is not allowed to remove or affix brands, trademarks, marks, signs or commercial messages to the Leased Equipment, or to make changes to the Leased Equipment, except with the Supplier's express prior written consent. In the event the Client has been given the Supplier's permission, it will in any event remove all brands, trademarks, marks, signs or commercial messages at the end of the Agreement. In the event these brands, trademarks, marks, signs or commercial messages are still affixed to the Leased Equipment upon arrival at one of the Supplier's business locations, the costs for removing the aforesaid will be borne by the Client.
- 13.5 The Client is obliged to keep all accessories and documents made available to him by the Supplier together with the Leased Equipment, inter alia, instructions for use, test or inspection reports, maintenance data, technical checklist, EC Declaration of Conformity, in good condition. In the event any accessories and/or documents are lost or damaged, the Client will have to replace or request duplicates of the aforesaid at its own expense.



- 13.6 At the end of the lease period, the Client will dispose of all waste on/in the Leased Equipment in the manner prescribed. In the event the waste on/in the Leased Equipment has not been disposed of, all ensuing costs (incl. waiting hours,...) will be borne by the Client.
- 13.7 The Client must at all times grant the Supplier's authorised representative access to his buildings and premises or other locations where the Leased Equipment is stored, for inspection or for collecting the Leased Equipment upon termination of the Agreement.
- 13.8 Returning the Leased Equipment
- 13.8.1. The Client must return the Leased Equipment to one of the Supplier's locations at its own expense and no later than at 05:00 p.m. on the day the Lease Agreement ends. The Client may request the Supplier to collect the Leased Equipment at the Client's expense.
- 13.8.2. The Leased Equipment must be returned in a good state of repair, cleaned, properly functioning and accompanied by all accompanying documents.
- 14 Prohibited use of the Leased Equipment
- 14.1 Prohibited use is understood to mean:
- 14.1.1 use for transport of flammable, explosive, and/or corrosive goods;
- 14.1.2 use in a corrosive environment, in saline or sandblasting environments or environments where sandblasting is being or has recently been carried out;
- 14.1.3 use to participate in competitions and/or test runs;
- 14.1.4 use to have another vehicle pushed, pulled or towed away;
- 14.1.5 use for driving lessons or driving tests, except with to the Supplier's express prior written consent;
- 14.1.6 any other use that could reasonably result in damage or disproportionate wear and tear.
- 14.2 Any prohibited use of the Leased Equipment immediately results in the dissolution of the Agreement at the Client's expense. The Lease Prices payable under the Agreement and any other agreement between the Supplier and the Client will also become immediately due and payable, without prejudice to the Supplier's right for compensation of the caused damage and payment of severance pay as provided in article 9.8.
- 14.3 For the qualification of prohibited use, it is irrelevant whether the Leased Equipment was used by the Client, its representative, agent or employee or a third party during the Agreement.
- 15 Insurance of the Leased Equipment
- 15.1 The Client must take out civil liability insurance for all damage to persons and goods resulting from the use or possession of the Leased Equipment for the entire duration of the Agreement.
- 15.2 The Client must also insure the Leased Equipment against material damage, whether due to fire, theft, vandalism, loss, breakdown of machinery, collision and suchlike resulting in total or partial damage to or destruction of the Leased Equipment. The Client must send a copy of the policy it has signed and proof of payment of the premium to the Supplier if so requested by the latter.
- 15.3 The Leased Equipment may not be used at an address other than that mentioned in the Agreement. The Leased Equipment may not be used on public roads, except with the Supplier's prior written consent, who will in that case provide the necessary documents. In the event the Leased Equipment is used on the public road, the Client will take out insurance for that purpose, the costs of which will be borne by the Client, and will indemnify the Supplier against all fees, charges, fines, towing costs and storage costs in connection with suchlike use.
- 15.4 In the event that the Client pays an additional premium, it is covered by the Supplier's Engineering – Machine breakdown insurance with contract number 4030133 with insurer N.V. Baloise Belgium, with its registered office in 3600 Antwerp, City Link Posthofbrug 16, insurance company admitted under no 0096 with FSMA no 24.941 A.
- 15.5 The premium is calculated on the Lease Price of the machine and all options and accessories and is included separately on Offers and Order Confirmations.
- 15.6 Conditions of the aforesaid insurance with insurer N.V. Baloise Belgium (with concretisations and further limitations included in aforesaid insurance policy):
- 15.6.1 Premium: the premium is calculated on the Lease Price of the Leased Equipment (including all options and accessories).
- 15.6.2 Insured object: Leased Equipment such as scissor lifts, tower waggons, forklift trucks, telehandlers and similar equipment.
- 15.6.3 Guarantees
- * All damage to the Leased Equipment, caused by mishandling or otherwise, including theft (with or without proven forced entry), during normal use or storage of the equipment is covered.
 - * Fire (internal cause).
- 15.6.4 A franchise is charged for each claim :
- * Franchise in case of damage: depending on the chosen premium €750 or €1,500 per claim.
 - * Franchise in case of theft / misappropriation (in case of a new value up to and including €25,000) : €2,500 per claim.
 - * Franchise in case of theft / misappropriation (in case of a new value as of €25,001) : €5,000 per claim.

15.6.5 Duty to communicate information:

* In case of theft / misappropriation or vandalism, the Client must make a report to the police within 12 hours of the establishment and must provide the Supplier with a copy of the official report. The official report must at least contain the brand, type and serial number or fleet number of the equipment.

* The Client must report the damage and circumstances of the accident in writing within twelve (12) hours.

15.6.6 Territoriality: Belgium.

15.6.7 Maximum payment: €15,000,000.00 per claim.

15.6.8 Exclusions:

* Coverage is excluded for damage to tires.

* Coverage is excluded in the event that the Client fails to comply with the provisions of the Agreement, such as inter alia the violation of articles 12 and 13.

* Coverage is excluded in the event of forbidden use in the meaning of article 14 of the general lease conditions.

* Coverage is excluded in the event that one or more invoices issued under the lease contract are due, but have not been paid yet.

* Coverage is excluded in the event of gross negligence, an accident on the public road, culpable negligence (for example incorrect use, damage caused by sandblasting, in the event that the equipment is smeared with paint or other products that are difficult to remove (concrete, silicone...)) or, in lack of an official report. The damage will in that case immediately be charged on to the Client in full.

16 Supplier's rights

16.1 The Supplier is at all times entitled to replace the Leased Equipment in whole or part by similar equipment.

16.2 The Supplier is entitled to suspend the performance of any obligation under the Agreement in the event Client fails to perform any obligation under this or any other agreement concluded with the Supplier. For the purpose of the provisions of this paragraph, the Client will be considered equal to any company affiliated with the Client.

16.3 Unless expressly provided otherwise in writing, the Supplier is at all times authorised to have the Agreement performed in whole or in part by third parties. In that case, the Agreement will in all other respects remain in full force.

16.4 The Client authorises the Supplier to perform or have performed all acts resulting from the damage caused to the Leased Equipment and to collect the damages, if any, at the Client's expense. The Client therefore already assigns all rights it may have enforced against third parties who are responsible for the damage caused to the Leased Equipment.

17 Force majeure

17.1 In the event of Force Majeure on the part of the Supplier, the delivery will be suspended as long as the situation of Force Majeure makes the execution of the Agreement impossible for the Supplier, without prejudice to the Supplier's right to dissolve the Agreement without judicial intervention.

17.2 In the event of Force Majeure on the part of the Supplier exceeding a term of three months, the Client will be entitled to terminate the Agreement by registered letter with immediate effect, without the latter being required to pay any compensation. Force Majeure is understood to mean, without being restrictive: government order, mobilisation, war, epidemic, lockout, strike, demonstration, defects, fire, flooding, explosion, lack of raw materials or labour, changed economic circumstances, vandalism, exceptional weather conditions, when the maintenance and/or repair costs of the Leased Equipment to be borne by the Supplier are considerably higher than expected, when a permit, registration or inspection relating to the Leased Equipment is revoked or not extended and all circumstances that disrupt the normal course of business beyond the Supplier's control.

18 Supplier's responsibility and liability

18.1 The Supplier's liability towards the Client (including acts of or negligence on the part of its directors, employees, agents and/or subcontractors) with respect to the execution of the Agreement is limited to what follows.

18.2 Except for damage that is the direct result of the Supplier's failure to comply with express obligations assumed under the Agreement, the Supplier's liability is limited to the liability imposed by law.

18.3 In the event the Supplier is held liable in accordance with article 18.2, the Supplier can never be held liable in respect of the Client for indirect damage, such as, but not limited to loss of sales, loss of profits or a general cost increase.

18.4 In the event the Supplier is held liable in accordance with article 18.2, the maximum amount of his liability is in each case expressly limited to the actually paid amount of the Lease Price, and in any case limited to the paid Lease Price during 12 Months prior to the Supplier's liability, exclusive of taxes, duties and levies.

19 Client's responsibility and liability

19.1 The Client bears all risks and responsibilities in respect of the Leased Equipment from the moment the Leased Equipment is transported for the purpose of being delivered to the Client up to the moment the Leased Equipment has actually been returned to the Supplier's business location.

19.2 If it has been agreed that the Supplier or carrier will make the Leased Equipment available to the Client at a location other than the Client's business location, the Client nevertheless bears all risks and responsibilities from the moment the Leased Equipment leaves the Supplier's business location.

- 19.3 The Supplier will perform the following works or will repair the following damage at the Client's expense, without being exhaustive: repairs as a result of collision, overloading, unauthorised use or negligence; damage to the underside of the Leased Equipment, tyres, glass breakage, roof, interior, mirrors, light elements; damage as a result of incorrect or careless use; damage as a result of soiling with paint and/or stickers; damage to personal objects and loss and/or damage to the key; damage as a result of neglect, attempted theft, theft, attempted break-in, burglary or vandalism; damage as a result of incorrect use as described in article 13; damage as a result of prohibited use as described in article 14.1; damage resulting from an exclusive error and/or the deliberate infliction of damage. The Client is obliged to pay the Lease Price for the term during which the Supplier carries out the repairs described above.
- 19.4 By law, the Leased Equipment is not permitted on public roads or on land accessible to the public or only to a certain number of persons who have the right of access. The Client agrees to comply with the applicable municipal, local and national legislation and regulations relating to the use of the Leased Equipment. If the Leased Equipment is made available to the Client at one of the Supplier's locations, all levies and penalties resulting from offences or violations will be borne solely by the Client from the time the Leased Equipment is collected until the Leased Equipment is returned to one of the Supplier's locations. If the Leased Equipment is delivered, all levies and penalties resulting from offences or violations are borne solely by the Client from the time the Leased Equipment is delivered until the time the Leased Equipment is collected. The Client is generally obliged to pay all fines or other levies imposed for facts or events that have occurred during the lease term in respect of the Leased Equipment. The Client must pay these directly to the relevant body.
- 19.5 In the event the Supplier has paid fines, levies or fees as referred to in article 1.1 or article 19.4, the Client will reimburse the Supplier on demand, and will, where relevant, also pay an administrative charge to the Supplier.
- 19.6 The Client is also liable for the material and physical damage caused to third parties, the Client, the Client's employees or one of the Client's representatives or agents through the use of the Leased Equipment.

20 Suspension and termination

- 20.1 In case of absence of (full) payment of the debt on the due date determined in the Agreement, the Supplier has the right to refuse to conclude any new Agreement with the Client or to suspend or terminate any ongoing Agreement with the Client, without the Client being entitled to any compensation.
- 20.2 Without prejudice to the provisions or article 20.1, the Supplier has the right to suspend the performance of its obligations under the Agreement or to suspend or terminate the Agreement, if the Supplier becomes aware of any circumstance that could substantially worsen the Client's financial situation or if it is clear to the Supplier that the Client will be commit a fundamental breach after or before the conclusion or commencement. The Supplier will inform the Client about its decision in writing as the occasion arises. For the purpose of the provisions of this paragraph, the Client will be considered equal to any company affiliated with the Client.
- 20.3 The Client is liable for all damage the Supplier suffers in the instances referred to in article 20.1 and 20.2.

21 Final provisions

- 21.1 The invalidity or unenforceability of any of the provisions of the Agreement will in no way affect the validity or enforceability of the other provisions. The parties will make every effort to replace the respective provision with a valid and enforceable provision that matches the intention of the parties and the purport and/or purpose of the invalid or unenforceable provision as closely as possible.
- 21.2 The Supplier processes the data of the Client, and its representatives, personnel and agents in its client database in accordance with the relevant regulations. The Supplier refers to its Privacy Policy as published on its website for more information.
- 21.3 Only the General Terms and Conditions drafted in Dutch and French are authentic. In the event the Supplier makes other language versions of (parts of) the Agreement available, these will be purely informative and the parties will not be able to derive any rights from them.
- 21.4 The Supplier may assign or outsource the Agreement or part thereof to any person, firm or company, affiliated or not, by way of subcontracting.
- 21.5 The Client is not entitled to transfer the Agreement or part thereof to a third party without the Supplier's prior written permission.
- 21.6 Only the competent court of the district in which the Supplier has its registered office is authorised to take cognisance of any disputes, unless the Supplier chooses to bring the dispute before a court (i) of a district in which the Supplier has a place of business which is not the Supplier's registered office, (ii) of a district in which the Client has its place of residence or registered office, or (iii) of the district in which the Agreement is executed.
- 21.7 The previous paragraph will be interpreted in favour of the Supplier, who will as such have the right to waive its exclusive competence as set out in article 21.6, and who will, should the need arise, be able to institute proceedings before any other competent court at its own discretion.