

# GENERAL TERMS AND CONDITIONS FOR DELIVERY AND LEASE

## Easy2Rent B.V.

### Article 1

#### APPLICABILITY

These General Terms and Conditions are applicable to all offers issued by Easy2Rent B.V. (the Lessor), agreements concluded with the Lessor and the commissions granted to the Lessor, as well as to all the rights and obligations deriving therefrom. Possible general terms and conditions of the counterparty (hereinafter referred to as the “Buyer”, “Buyer/ Lessee” or “Lessee”) are applicable to transactions with the Lessor if the Lessor has agreed therewith in writing.

Agreements and promises that deviate from the content of these General Terms and Conditions can solely bind the Lessor if these explicitly have been confirmed in writing by the Lessor.

### Article 2

#### PROPERTY

The leased equipment remains the property of the Lessor, the Lessee shall no changes introduce that change the nature or working, except for with permission in writing of the Lessor. The Lessee shall remove no brands, logos, licences or serial numbers from the goods. The Lessee uses the goods in the execution of his enterprise. The Lessee is obliged to maintain the equipment well and to use it only under normal circumstances, in accordance with the technical specifications and operation instructions.

### Article 3

#### PRICES

Agreed prices are binding, unless by external circumstances (such as an increase of rights/duties, change in the currency rate, price setting of the suppliers, insurance premiums and so forth) a price increase must be applied. If that is the case, then the price increases applied by the Lessor are binding for the Buyer/ Lessee.

Agreed prices are exclusive of VAT unless stated otherwise. Parts that are labour intensive and changes, designated by the Buyer/Lessee, shall also render sufficient reason for a commensurate price increase.

### Article 4

#### EXTENSION

Before the expiry of the lease period, we shall contact you to learn whether you wish to extend the lease period. If we do not succeed in establishing contact with you then we expect that you will cancel the lease a week before the expiry of the period in writing or by phone. If this does not happen, then we reserve the right to extend the lease period against the initial terms and conditions.

### Article 5

#### DEPOSIT

A set deposit must be paid in advance. In case of damage to equipment or means of transport, the related repair costs will be deducted from the deposit to be refunded.

## **Article 6**

### **OBLIGATION OF IDENTIFICATION WHEN COLLECTING EQUIPMENT**

When collecting the equipment the presentation of a valid ID document (passport or driving licence) is mandatory.

## **Article 7**

### **PAYMENT**

Unless otherwise designated in the contract, lease or sales invoices must be paid in cash, per transfer by phone or on the basis of direct debit in advance. If a lease contract is extended in a later stage, then the subsequent invoice will be collected by direct debit. If you do not pay within the agreed term, the Lessor has the right to bring you into account over the entire due amount 1% interest per (part of a) month from the due date. Possible in-court and out-of-court collection costs will be for your account. The collection costs amount to at least 15% of the total due amount inclusive of interest costs, with a minimum of €250 (two hundred and fifty euros)

## **Article 8**

### **REPAIRS**

The solving of hardware disruptions is included in the lease price, on the basis of Best Effort next business day (from Monday to Friday 08.30 - 17.30 with the exception of the official public holidays). First line support will be executed by Easy2Rent, and second line support in cooperation with a partner.

## **Article 9**

### **INSURANCE**

The Lessor will arrange for the adequate insurance of the equipment. If the equipment is located within the Benelux, the insurance also provides cover for fire and water damage. Damage as a consequence of theft and/or having gone missing is solely covered when evidence of breaking and entering can be demonstrated. Damage to equipment of fairs and exhibitions is not covered. The principal must in this case self-arrange for adequate insurance. You have in case of insured damage to the equipment an own risk per case of damage of €250 (two hundred and fifty euros). You must then file a criminal complaint with the police within 24 hours and make the complaint report immediately available to the Lessor.

## **Article 10**

### **PACKAGING MATERIAL**

The packaging material delivered in the lease remains the property of the Lessor. In case of absent packaging material, the lessor shall bring the cost for replacement into account upon returning of the order.

## **Article 11**

### **CANCELLATION**

If the Lessee cancels the lease agreement before making the equipment available, then the Lessee is liable to pay the Lessor:

- all so-called pre-configuration costs;
- an amount equal to 25% of the total agreed lease sum regarding a fixed indemnification, notwithstanding the right of the Lessor to claim full indemnification, if the total damage is larger.

## **Article 12**

### **RETURN OF THE EQUIPMENT**

The leased equipment must be returned at the end of the agreed term on the agreed time and location in the same state which the leased equipment was received at the start of the lease term.

If at the time of the installation and/or returning of the equipment defects are established, that are not the consequence of normal use or normal wear and tear, all costs deriving from the necessary repair and/or cleaning works as well as replacement, inclusive of wages and parts, shall be brought into account to you separately. If upon receipt of the equipment parts are missing, then the costs of replacement of these parts shall be brought into account to you on the basis of replacement value. The Lessee obliges to guard as a good father of the house over the leased and to ensure that all leased equipment and goods will be returned working, complete with all parts well-functioning to the Lessor.

## **Article 13**

### **OBLIGATIONS OF EXECUTION**

1. The Lessor assumes the obligation and is required to execute the commission in an expert manner.
2. If a commission granted to the Lessor has not been executed by him in an expert manner, then the liability of the Lessor is in general limited to the following:
  - \* The Lessor shall execute the commission or the concerned part thereof again and correctly without bringing costs for this into account to the Buyer/ Lessee.
  - \* If the correction of the execution is not possible anymore or cannot be deemed useful anymore (for instance because of the passing of time), then the concerned amount of the invoice or a proportional part thereof can be credited, respectively be refunded, by the Lessor.
2. The Lessor is in any case not liable for:
  - a. damage of whichever nature that emerges because of or after the Buyer/Lessee has installed the goods subsequently after installation by the lessor in a different manner or has introduced changes in the installation;
  - b. damage of whichever nature that emerges because of or after the Buyer/Lessee has taken the goods in use in an incorrect manner and/or prematurely, has delivered to third parties, respectively has allowed them to be taken into use, or has had delivered to third parties;
  - c. damaging to areas, electricity supply and other materials belonging to the Buyer/Lessee, unless the Buyer/Lessee demonstrates that this damage is a consequence of the careless actions of the Lessor.
3. Furthermore, the Lessor is in any case not liable for:
  - a. damage of whichever nature that emerges because of or after the Buyer/Lessee has installed the goods subsequently after installation by the lessor in a different manner or has introduced changes in the installation;
  - b. damage of whichever nature that emerges because of or after the Buyer/Lessee has taken the goods in use in an incorrect manner and/or prematurely, has delivered to third parties, respectively has allowed them to be taken into use, or has had delivered to third parties;
  - c. damage to areas, the electricity supply and other materials belonging to the Buyer/Lessee, unless the Buyer/Lessee demonstrates that this damage is a consequence of the careless actions of the Lessor.
4. Furthermore, each (further) liability is limited to direct damage to goods and injury damage caused by a demonstrable defect to the leased equipment. Consequential damage and missed profits are explicitly excluded between the parties, except if the damage is caused as a consequence of a circumstance that is caused by the serious fault or gross negligence of the Lessor (or persons or tools, machines for which he must be deemed liable).

5. If the Lessor with regard to any damage, for which he on the basis of the agreement with the Lessee or these General Terms and Conditions is not liable, will be declared liable by a third party, then the Buyer/ Lessee shall fully safeguard the Lessor in that regard and compensate the Lessor for all that he has to pay to such third parties.

#### **Article 14**

##### **IN-BETWEEN TERMINATION**

If you do not properly, or untimely pay and/or you do not comply with any obligations on the basis of any agreement with the Lessor and/or in case of (threatening) bankruptcy, suspension of payment or attachment and/or your enterprise is (partially) ceased or liquidated and/or you have not communicated heavy weighing facts regarding your enterprise to the Lessor, then the Lessor is authorised to terminate the agreement per direct. In case of in-between termination, the Lessor is authorised to, without further warning, collect the equipment. The Lessee will provide access at all times to a person designated by the Lessor for the building or building where the goods are located. If this situation occurs, then all the terms by the Lessee to the Lessor become due and the unpaid terms will become immediately and integrally payable upon demand, as well as the payment of compensation for damages directly payable upon demand which is equal to the lease terms yet to appear upon a normal continuation of the lease agreement. The Lessee shall furthermore be required to immediately return the leased equipment. All costs related hereto will be for the account of the Lessee.

#### **Article 15**

##### **ADDITIONAL STIPULATIONS**

The commission to lease will be executed by the Lessor within the agreed period of time, unless the Lessor would be hindered by a not imputable shortcoming (Force Majeure) to arrange for timely compliance. If the Lessor would be hindered by Force Majeure to lease the goods at the agreed time or cannot comply with any obligation towards the Lessee, then he has the right to move the execution of this commission to lease to a later time, or to cancel the commission (and to dissolve the agreement) without being liable to compensation of damages towards the Buyer. Force Majeure shall among others be regarded as: war, threat of war, riots, molest, fire, water damage, flooding, strike, enterprise occupation and exclusion, delay in supply, disruption in the delivery of energy, government measures, defects to machines and tools, all of it both in the enterprise of the Lessor and in the enterprise of third parties of whom the Lessor sources the required materials, raw material or services in whole or in part, as well as any other or whichever circumstance, because of which it is reasonably impossible for the Lessor to execute the commission in a normal manner. The Lessor shall notify the Buyer in any case whether and when the commissions shall be executed, while the Buyer shall immediately receive notification of the Lessor of an instance of an impediment by a not imputable shortcoming (Force Majeure). The lessor is permitted to deliver the leased goods in parts, or to execute the commission in parts, unless a partial delivery or partial execution has no independent value. If the goods are delivered in parts, or the commission is executed in parts, then the Lessor is authorised to invoice each part separately.

#### **Article 16**

##### **COMPLAINTS**

The leased goods are periodically checked and maintained by the Lessor and checked before release to the Lessee on operational surety. The Lessee is advised to test the leased goods before taking these into use. If during the lease period no timely reclamation is made to the Lessor regarding the not or insufficiently functioning leased goods, then no refunding can be required of the lease price. The Lessor is only required to make replacing goods available to the extent that these are available.

## Article 17

### APPLICABLE LAW AND DISPUTES

The Laws of the Netherlands are always applicable to all agreements concluded with the Lessor. All disputes, also those which are regarded by only one of the parties as such, shall exclusively be subjected to the ruling of the competent courts of the Netherlands.

## Article 19

### SOFTWARE

If the customer wishes to make use of pre-installed software, then that is possible under the following terms and conditions:

Easy2Rent has a concluded so-called SPLA agreement with Microsoft. This means that the desired and installed software may only be used by lessee during the period designated in advance. the Lessee may under no circumstance lease onwards this equipment with the installed software to third parties. Easy2Rent is in case of abuse obliged to give notification hereof to Microsoft Inc. All possible damages deriving from erroneous use of this software is rejected by Easy2Rent. The terms and conditions that Microsoft sets to the use of the making available of SPLA software you below these terms and conditions and are binding and entirely for the account and the responsibility of the lessee.

## Article 20

### USE MICROSOFT SOFTWARE

The following article concerns the use of Microsoft Software on leased equipment.

Easy2Rent enforces this agreement with Microsoft on all fronts and expects the same of its lessees.

#### 8. End User Agreement requirements.

Summary: Customer must maintain End User Agreements with all End Users. End User Agreements must include restrictions on changing embedded notices and on reverse engineering, disclaimers of warranties, pertinent provisions from the SPUR, protections of Microsoft's intellectual property, and a notice that Microsoft is not responsible for support. Customer will be responsible for unauthorized use where it fails to comply with the requirements of this section. Customer must provide the End User License Terms to End Users using Client Software or Redistribution Software. Customer must remove all Client Software and Redistribution Software Devices from the End User within 30 days of the termination of an End User Agreement.

a. **Minimum required terms.** Customer must maintain End User Agreements with all End Users. Customer must ensure that the End User Agreements are effective and binding in all applicable jurisdictions. End User Agreements must, at a minimum:

- (i) prohibit the End User from removing, modifying or obscuring any copyright, trademark or other proprietary rights notices that are contained in or on the Products;
- (ii) prohibit the End User from reverse engineering, decompiling, or disassembling the Products, except to the extent that such activity is expressly permitted by applicable law;
- (iii) disclaim, to the extent permitted by applicable law, all warranties by Microsoft and any liability by Microsoft or its suppliers for any damages, whether direct, indirect, or consequential, arising from the Software Services;
- (iv) state that Customer or a third party on Customer's behalf (and not Microsoft or its suppliers) will provide technical support for the Software Services;
- (v) include terms at least as protective of Microsoft's intellectual property rights as contained in this agreement;

(vi) permit the disclosures of End User information required by this agreement; and  
(vii) include limitations at least as protective as those stipulated in the subsection entitled “No High Risk Use”

b. **End User License Terms.** If Customer distributes Client Software or Redistribution Software, the End User Agreements must include terms that are substantially similar to, but no less restrictive than, the End User License Terms. Customer must ensure that the End User License Terms are effective and binding in all applicable jurisdictions. Microsoft will provide the Customer a form of the End User License Terms, which may be updated from time to time upon at least 30 days notice. Customer is responsible for supplementing the End User License Terms with the applicable terms contained in the SPUR regarding the use, modification, copying and/or distribution of such Products. Customer may, subject to confidentiality restrictions, disclose the SPUR to Customer’s Affiliates, End Users and Software Services Resellers to fulfill these obligations.

Customer is responsible to Microsoft for any unauthorized installation, use, copying, access of distributions of Client Software and/or Redistribution Software by an End User if Customer fails to comply with the terms of this section.