

GENERAL CONDITIONS HILTRA VERHUUR B.V. (version 25-04-2022)

Article 1: Applicability These terms and conditions apply to all offers and to all agreements with Hiltra Verhuur B.V.

1.2 In these terms and conditions Hiltra Verhuur B.V. is referred to as the contractor and the other party (lessee and/or purchaser) is referred to as the client.

1.3 the (purchase) terms and conditions of the client do not apply, unless these are accepted in writing by the contractor.

Article 2: Offers

2.1 All offers are without obligation, unless expressly stated otherwise. The offers are based on the data, drawings, etc. provided by the client with any request, the accuracy of which the contractor can assume.

2.2 The contractor has the right to charge the client for all costs that the contractor has to incur to be able to provide the offer to the client. If the assignment for the execution of the work is subsequently provided by the client, these costs will be settled.

2.3 The stated prices apply for the delivery ex workshop, factory, site or warehouse, excluding turnover tax. The contents of leaflets, printed matter etc. will not bind the contractor, unless this is expressly referred to in writing in the agreement.

Article 3: Industrial and intellectual property rights

3.1 Unless agreed otherwise, the contractor retains the copyright as well as all other intellectual or industrial property rights to the designs, sketches, images, drawings and offers provided by the contractor.

These documents remain the contractor's property and may not be copied, shown to third parties, or used in another manner, without the contractor's express permission in writing, regardless of whether costs have been charged to the client for this. The client will be obliged to return these matters upon first request to the contractor, subject to a financial penalty of € 5,000 per day.

Article 4: Lease and/or purchase agreements

4.1 Agreements, by whatever name, will only come into effect after express acceptance by the contractor. This express acceptance will be evident from the confirmation in writing from the contractor, or from the fact that the contractor has started the performance of the agreement.

4.2 The lease agreement and/or purchase agreement will state what the contractor has leased and/or sold to the client, as much as possible stating numbers of type and serial numbers, colour and any other special features, hereinafter referred to as the leased property. Unless otherwise stated in the lease agreement and/or purchase agreement, all goods are in a good undamaged condition.

4.3 The lease period will start on the day on which the leased property leaves the contractor's company and will end on the day of the return of the leased property to the contractor's address, with due regard for the notice period.

4.4 If the lease period of the leased property is more than 53 weeks, an inspection of the leased property for functional maintenance will be conducted (annually) by the contractor. The costs referred to of this inspection will be at the client's expense. The costs for this can be requested at info@hiltra.com.

4.5 Agreements with subordinate staff members of the contractor will not bind the latter insofar as these have not been confirmed by the contractor in writing. All workers and employees without authorisation are regarded as subordinate staff members in this context.

4.6 The client will be obliged to notify the contractor in writing of address changes in a timely manner, but in any event ten days prior to the move.

Article 5: Termination of the lease

5.1 The lease agreement will end by means of the expiry of the time for which it was entered into. If a lease agreement has been entered into for an indefinite period, it will end by notice of termination given by the client to the contractor with due regard to a notice period of 4 calendar weeks. Termination must take place in writing.

5.2 The lease agreement will terminate with immediate effect:

- if the client does not or does not in a timely manner fulfil the obligations ensuing from the lease agreement, including payment in a timely manner of the lease invoices;
- if attachment is levied on the leased property present at the client;
- if the bankruptcy of the client is applied for, or the client applies for (provisional) moratorium;
- if the client dies, is placed under guardianship or moves abroad, or puts its enterprise into liquidation.

5.3 The client undertakes to notify the contractor immediately in writing of any attachment on the leased property or on any other possessions or property of the contractor, as well as of any application for the client's bankruptcy, application for (provisional) moratorium, placement of the client under guardianship, the client's intention to leave the Netherlands or the intention to liquidate the client's enterprise.

In these cases the outstanding lease instalments will be immediately due and payable and the contractor will have the right to immediately repossess the leased property, without prejudice to the right of the contractor to claim compensation of the costs, damage and interest.

5.4 At the entering into of the lease agreement, the client authorises the contractor to enter the location(s) where the leased goods are situated and to inspect these or have these inspected or to take or have taken possession of the leased property in the event of the (interim) termination of the lease agreement.

5.5 In the event of the termination of the lease agreement, the client will return the leased property to the contractor in the same condition, undamaged and cleaned. Within 2 calendar weeks after the return the contractor will inspect the leased property, if required, in the presence of the client and after the inspection will provide the client, if applicable, with a statement in writing of shortcomings, defects and/or damage. The contractor will be entitled, if applicable, to repair and clean the returned leased property at the client's expense. The costs thereof will be charged by the contractor to the client.

5.6 In the event of (premature) termination of a lease agreement(s) with a fixed lease period, the client will always owe the rent to the contractor up to and including the last date of the agreed lease period.

Article 6: (Rent) prices

6.1 The agreed prices are referred to in Euro, excluding VAT, ex factory and based on the costs of the materials and wages applicable on the day of the offer.

6.2 Hiltra Verhuur b.v. retains the right to index-link the rent in the interim. This will take place on the basis of the consumer price index (CPI), determined by Statistics Netherlands.

6.3 The rent will be calculated per day (1 week = 7 days). Parts of a day will apply as a full day.

6.4 The rent will be owed from the day on which the leased property is transported to the client.

The last lease day will be regarded as the day on which the leased property is returned to the contractor. (see also 8.2)

6.5 If the client makes materials or raw materials and other items available to the contractor for the execution of the work,

the contractor will have the right to include in the contract price or in the contractor's price calculation a maximum of 10% of the cost price of the extra supply of items.

Article 7: Security deposit (nor related to purchase)

7.1 The contractor has the right request a security deposit. In the event that a security deposit is requested, the client will be obliged to pay the security deposit before being able to take receipt of the leased property.

At the termination of the lease agreement the contractor will be obliged to repay the security deposit to the client if and as soon as the client has fulfilled its obligations vis-à-vis the contractor at that time.

7.2 The contractor does not owe any interest payment over the security deposit.

Article 8: Delivery period and location

8.1 Delivery takes place ex workshop, factory, site, or warehouse, at the discretion of the contractor.

8.2 The delivery period will be confirmed to the client in the final order confirmation.

8.3 The contractor will endeavour to comply with the agreed delivery period as precisely as possible. However, the delivery period is an estimate and never a final deadline.

8.4 The contractor will only proceed with delivery if, in the case of leasing, the lease agreement or, in the case of purchase, the order execution specification has/have been duly signed and returned to the contractor.

8.5 If, after notification of readiness, the goods are not taken receipt of by the client at the agreed time, the goods will nevertheless be deemed to have been delivered, and the goods will be available to the client and stored at the client's expense and risk.

8.6 The leased property must be placed on a foundation to be delivered by the client, which foundation will be calculated on the expected burden. The entire area under the leased property must be laid out flat, hardened and level (no outflow!).

8.7 Supply lines, for grounding, water, electricity and/or ventilation, to and from the leased property, must be arranged by the client.

8.8 Without permission in writing from the contractor, the client is not permitted to relocate the leased property outside the location for which the client has leased it.

Article 9: Delivery and (return) transport

9.1 If parties have agreed that the contractor will bring and/or collect the leased property, the costs thereof will be at the client's expense.

9.2 The transport costs are set out on the basis of the combination freight delivered and unloaded directly next to the lorry. Maximum 0.5 hours loading/unloading is free. Extra loading/unloading hours will be charged to the client on the basis of subsequent calculation.

9.3 Transport costs for delivery to Zeeuws-Vlaanderen, the Wadden Islands and specific inner city areas for which special transport conditions apply, surcharges on the transport price apply.

9.4 Place of destination should be freely accessible by paved road, calculated for heavy traffic loads. Access(es) and lifting height(s) should be adequate.

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9.5 If the contractor has undertaken vis-à-vis the client to collect the leased property from the client, the contractor will do this within a period of 3 (three) weeks, to be calculated from the time at which the client has notified the contractor that the leased property can be collected.

9.6 At the delivery of the leased property and/or property purchased the client must inspect the delivery for completeness, quality and sound condition.

9.7 If the client personally takes care of the transport of the storage facility(ies) or has this done by third parties, the client states to agree to the following additional conditions:

9.7a Transport/handling of the storage facility(ies) will be done with appropriate lorry/lorries with a crane.

9.7b Handling of the storage facility(ies) must be executed in conformity with the instructions below:

- Doors of the storage facility(ies) closed and locked;

- Lifting only with lifting eyes;

- Lifting with four-pronged under max. 60 degrees for 3 and 6 metres long storage facility(ies);

- Place lashing straps as close as possible to the lifting points and do not pull them too tight in order to avoid damage to the roof façade/cornice.

9.7c The storage facility(ies), with the exception of the safety cabinets are not suitable for forklift handling.

9.7d Transport is at the expense and risk of the client. The client must personally arrange goods in transit (damage) insurance.

9.7e Moving/relocations of storage facility(ies) during the lease period must always take place in consultation with the contractor.

9.7f Damage during transport/handling and/or use will be determined as follows:

The containers are photographed 4-sided, internally and externally before collection to record the condition of the storage facility. After the return consignment to our address this will take place again. The (any) established damage will be charged on in full to the client.

9.7g Payment of the damage referred to in article 9.7f must take place in conformity with the lease agreement regardless of whether the goods in transit insurance pays the amount of the claim.

Article 10: Use (not related to purchase)

10.1 The client will use the leased property in accordance with the nature and designated use thereof.

10.2 The client must carefully observe the user and safety instructions that apply to the leased property or that are issued on account of the contractor or the government or semi-public sector authority.

10.3 The client must ensure that the leased property is protected from the outside world by proper facilities. This obligation applied from the time at which the client has the possession of the leased property until the time at which the leased property is loaded for return transport to the contractor.

10.4 The client is not permitted to give the leased property, wholly or partly, to third parties for hire, sublease, use or safekeeping without express permission in writing from the contractor.

Article 11: Maintenance of the leased property

11.1 The leased property is made available to the client in a good state of repair.

11.2 During the lease period the client will be responsible for ensuring that the leased property remains in a well-maintained condition.

11.3 If defects occur in/on the leased property, the client undertakes to report this to the contractor at the first opportunity.

11.4 Without permission in writing from the contractor the client is prohibited from executing repairs of the leased property.

11.5 Repairs will be at the client's expense and will be charged on to the client on the basis of the actual repair costs and travel expenses.

Article 12: Payment

12.1 Invoices from the contractor must be paid in the manner stated by the contractor without reduction. suspension or set-off.

12.2 Lease invoices: exclusively by direct debit collection per rent instalment of 4 weeks. Transport costs for delivery and return consignment respectively on the first and the final invoice. Transport costs for return consignment can be index-linked or adjusted in accordance with the rates applicable at the time of the return consignment.

12.3 Sales invoices: a payment term applies for this of 100% for delivery ex factory.

12.4 The contractor is always entitled, before delivering or continuing with the delivery or execution of the assignment, to require such security for the fulfilment of the client's payment obligations as the contractor deems sufficient.

This provision applies likewise if credit is stipulated. Refusal by the client to provide the required security gives the contractor the right to declare in writing that the agreement is deemed to be terminated, without prejudice to the right of the contractor to compensation of expenses and lost profits.

12.5 Regulations from whatsoever authority, which hinder the use of the goods to be delivered or already delivered, will not change the financial obligations of the client.

12.6 The right of the client to set-off any claims against the contractor is expressly excluded.

12.7 In any event, the entire outstanding balance will be immediately due and payable in the event of no prompt payment (refusal to collect) of the agreed instalment on the due date, if the client is declared bankrupt or goes into liquidation, applies for moratorium or if the client's placement under guardianship is applied for, if any attachment is levied on the client's goods or claims, and if the client dies, goes into liquidation or is dissolved.

12.8 In the event of non-payment of the rent or if the rent payment is not made in a timely manner (reversal of collection), the client will owe interest of 1.5% per month, to be calculated from the due date of the invoice. In the event of non-fulfilment, late or no proper fulfilment of the obligations ensuing from the lease agreement by the client, the extrajudicial costs will be at the client's expense. The extrajudicial costs are set at 15% of the principal sum with a minimum of € 150.

In the event of non-performance, late or no proper performance of the agreement by the client, the contractor will be entitled to suspend the fulfilment all its obligations until the client has still completely fulfilled its obligations.

12.9 Furthermore, the contractor will be entitled in addition to the principal claim and the interest to claim all extrajudicial costs from the client, which are caused by the non-payment (late payment). The client will owe the extrajudicial costs in any event if the contractor has ensured the help from a third party for the collection.

Article 13: Guarantee

13.1 For structural faults and faults in the material a guarantee period of 3 months applies after the delivery, unless

offered and agreed otherwise in writing (only related to a purchase transaction).

13.2 In the event of an inferior delivery the contractor will be entitled to still deliver the absent delivery and/or to repair the delivery.

13.3 The defects that are entirely or partly the result of damage due to an accident, incorrect or improper use, misuse or incorrect application, the usual wear and tear, materials/constructions used on the instructions of the client, or changes made/repairs conducted by the client personally, fall outside the guarantee.

13.4 The guarantee only applies if the client has fulfilled all the client's obligations ensuing from the agreement and these terms and conditions vis-à-vis the contractor.

Article 14: Liability

14.1 The liability of the contractor is limited to fulfilment of the guarantee provisions described in article 13 of these terms and conditions. The contractor will never be liable for compensation of other costs and/or damage.

14.2 Under no circumstances will the contractor be liable for indirect damage, with the exception of if and insofar as there is gross negligence on the part of the contractor.

14.3 The contractor will therefore also not be liable for trading loss, environmental damage, or damage caused by the auxiliary persons of the purchaser.

14.4 The liability of the contractor, on whatsoever basis, is at all times limited to the damage for which the contractor is insured, or reasonably ought to be insured considering the customs applicable in the sector.

14.5 The client will indemnify the contractor with regard to all claims by third parties for compensation of damage, for which the liability of the contractor is excluded in these terms and conditions in the relationship with the client.

14.6 All taxes, levies and duties imposed related to the leased property will be at the client's expense, as well as any damage or financial penalties arising or imposed as a result of the failure to comply with statutory provisions or other regulations of authorities.

14.7 The client will be liable for the entire or partial destruction or loss of the leased property during the lease period as a result of theft, embezzlement, fire, destruction, damage or any other cause whatsoever.

14.8 If the client is unable, for any reason whatsoever, to make the leased property available to the contractor again at the end of the lease period or if the leased property is not made available to the contractor in its entirety or in a damaged condition, the client must pay compensation to the contractor to the amount of the replacement value of the leased property or to the amount of the repair costs of this damage to the leased property.

14.9 The contractor will not be liable for the failure to make available or late making available of the leased property to the client or for the failure to function or no proper functioning of the leased property. The contractor has at the most the obligation to make replacement goods available. Insofar as the contractor could be liable, this liability will be limited to the amount that is paid by the insurance company to the contractor.

14.10 Section 754 Book 7 of the Civil Code (the statutory obligation to warn on the part of the contractor) expressly does not apply to the (lease) agreement, alternatively any liability on the part of the contractor based thereon is excluded. Any damage caused by the failure to fulfil the obligation to warn by the contractor under Section 754

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Book 7 of the Civil Code is excluded from any compensation whatsoever.

Article 15: Insurance and damage (not related to sale)

15.1 The leased property is not insured by the contractor during the lease period.

The client will be responsible for ensuring the insurance of the leased property.

15.2 The client will be obliged to immediately report any damage to the leased property to the contractor.

15.3 The client is not permitted to personally conduct repair (of damage) and/or repairs of the leased property, this must be conducted by the contractor.

15.4 The costs of repair (of damage) and/or repairs will be at the client's expense and will be charged on the basis of the actual repair costs.

Article 16: Complaints

16.1 Complaints regarding externally visible defects must be stated in writing to the contractor as soon as possible, but in any event within 8 hours after delivery, which will be at the risk of forfeiting all rights.

16.2 Complaints regarding invoices must be submitted in writing within 8 days after receipt of the invoice.

16.3 Complaints regarding the quality of the delivery must be brought to the attention of the contractor in writing within 8 days after the client has discovered or reasonably should have discovered a defect, which will be at the risk of forfeiting all rights.

Article 17: Retention of title and right of pledge (not for lease transactions)

17.1 The client only becomes the owner of the goods delivered or still to be delivered by the contractor subject to a suspensive condition.

The contractor remains the owner of the goods delivered or still to be delivered as long as the client has not paid the claims of the contractor with regard to the financial consideration of the agreement or a similar agreement.

The contractor will also remain the owner of the goods delivered or still to be delivered as long as the client has not paid for the work executed or still to be executed under such agreements and as long as the client has not paid claims due to failure in the performance of such agreements, including claims in respect of any financial penalty, interest and costs.

17.2 As long as the client has not paid the above claims, the client will not be entitled to dispose of the goods delivered by the contractor and/or to establish a right of pledge or a non-possessory pledge on these delivered goods and undertakes, upon the first request from the contractor, to state towards third parties wishing to establish such a right thereon that the client is not authorised to establish a right of pledge.

Furthermore, the client undertakes not to sign any deed whereby a right of pledge is established on the goods in which case the client would be guilty of embezzlement.

17.3 In the event that the client does not fulfil any obligations under the agreement vis-à-vis the contractor, related to the goods sold or the work to be executed, the contractor will be entitled without notice of default to collect the goods, those which were originally delivered as well as the newly formed goods. The client authorises the contractor by means of providing the assignment(s) to enter the location where the goods are situated.

17.4 The contractor will provide the client, at the time at which the client has fulfilled all its payment obligations under this and similar agreements, with the ownership of the delivered goods subject to the proviso of the right of

pledge of the contractor for the purpose of other claims that the contractor has against the client.

The client will, upon the first request from the contractor, provide its cooperation to actions that are required in that context.

Article 18: Infeasibility of the assignment

18.1 If after the coming into effect of an agreement this cannot be performed by the contractor as a result of circumstances that were not known to the contractor at the time of the coming into effect of the agreement, the contractor will have the right to require that the contents of the agreement are amended in such a manner that performance will be possible.

18.2 In addition, the contractor has the right to suspend the fulfilment of its obligations and will not be in default if the contractor, as a result of a change of circumstances, which could not reasonably be expected at the time of the concluding of the agreement and which is beyond the control of the contractor, is temporarily prevented from fulfilling its obligations.

18.3 Circumstances that are not reasonably expected and that are beyond the control of the contractor also include the failure by suppliers of the contractor to fulfil their obligations, fire, strike actions or interruptions of work, the loss of the materials to be processed, import or trade prohibitions.

18.4 There will be no entitlement to suspend if the fulfilment is permanently impossible, or the temporary impossibility lasts for longer than six months, in which case the agreement between parties will be terminated without either of the parties having the right to compensation of the damage suffered or to be suffered due to the termination.

18.5 If the contractor has fulfilled its obligation partially, the contractor will be entitled to a pro rata part of the agreed price on the basis of the work already executed and the costs incurred.

Article 19: Termination lease agreement

19.1 Termination, wholly or partly, of the agreement will take place by means of a statement in writing from the party entitled for this purpose. Before the client addresses a termination statement in writing to the contractor, the client will at all times first give the contractor notice of default in writing and provide the contractor with a reasonable period to still fulfil its obligations, or to remedy shortcomings, which shortcomings must be precisely reported in writing by the client.

19.2 The client has no right to terminate the agreement, wholly or partly, or to suspend its obligations if the client was personally already in default of the fulfilment of its obligations.

19.3 If the contractor agrees to termination without there being default on its part, the contractor will always have the right to compensation of all financial loss such as costs, lost profit and reasonable costs for the establishing of damage and liability. In the event of partial termination, the client cannot make any claim to reverse the performance already provided by the contractor and the contractor will have the un-curtailed right to payment for the goods and services already executed by the contractor.

19.4 Failure to make the leased space available or to do this in a timely manner, or failure to return the leased property or to do this in a timely manner, and failure of the leased property to function or to function properly will not entitle the client to terminate the lease agreement and/or to claim compensation.

Article 20: Applicable law

20.1 The law of the Netherlands applies to all agreements.

20.2 The provisions of the Vienna Sales Convention do not apply, nor will any future international regulation concerning the purchase of movable tangible property regarding which the effect can be excluded by parties.

20.3 All disputes ensuing from offers and agreements, by whatever name, will be submitted to the judgment of the civil court with jurisdiction in the place of business of the contractor, unless statutory provisions dictate otherwise.