



GENERAL TERMS AND CONDITIONS – INTERNATIONAL RENTAL

1. DEFINITIONS

- 1.1. In these General Terms capitalized terms shall have the following meaning:
- a. Contract: any agreement pursuant to which and/or orders upon which the Lessor rents Equipment to the Lessee.
 - b. Dispute: any dispute arising in connection with these General Terms or with any Contract or subsequent contracts resulting therefrom, including disputes relating to the existence, validity and/or termination thereof.
 - c. Equipment: any and all aerial work platforms, power generators, truck mounted lifts, scaffoldings, containers, spare parts and any other products of the Lessor.
 - d. EU Motor Insurance Directive: Directive 2009/103/EC of the European Parliament and of the Council of 16 September 2009 relating to insurance against civil liability in respect of the use of motor vehicles, and the enforcement of the obligation to insure against such liability and its successors.
 - e. General Terms: these general terms and conditions of the Lessor.
 - f. Lessee: the Party requesting, ordering, renting and/or receiving Equipment rented out by the Lessor.
 - g. Lessor: the entity renting out the Equipment as specified in the Contract.
 - h. Parties: means the Lessor and the Lessee collectively.
 - i. Party: means the Lessor or the Lessee, as the case may be.
 - j. Permitted Countries: means countries in which Rival is located including and/or other countries if agreed by Lessor in writing.
 - k. Sanctioned Countries are: countries listed as sanctioned by official bodies such as, but not limited to, the United Nations, European Union and or individual countries.

2. APPLICABILITY OF THE TERMS AND CONDITIONS

- 2.1. These General Terms apply to all Contracts, as well as to all requests, quotations, offers, instructions, orders, order confirmations and other transactions among the Parties in relation to the renting of Equipment by the Lessee.
- 2.2. The Contract and the General Terms constitute the whole and only agreement and understanding between the Parties in relation to its subject matter. Any reference to applicability of general terms and conditions of the Lessee is explicitly waived by the Lessee and renounced by the Lessor.

3. OFFER AND ACCEPTANCE

- 3.1. All offers and proposals made by the Lessor are non-binding and can be revoked at any time except stated otherwise in writing by Lessor. All prices in offers and proposals made by the Lessor shall be in EUR or other currencies, if agreed by Lessor in writing.
- 3.2. Contracts shall only be binding if expressly accepted by the Lessor, which acceptance is evidenced by written confirmation from the Lessor or by the execution of the Contract by the Lessor.

4. TERM

- 4.1. A Contract is entered into for the term specified in the Contract and for the rent as agreed or specified in the Contract, or as agreed otherwise in writing.

5. RENT AND PAYMENT

- 5.1. Rent is based on a use of the Equipment in units of number of hours per day and number of days per week, which consequently results in a number of operating hours of the Equipment per week. If Equipment is used for more than 40 (forty) operating hours per week (or the pro rata equivalent thereof if the Equipment is rented for a shorter period), the agreed Rent shall be increased accordingly on a pro rata basis.
- 5.2. Rent is due during the entire term of the Contract.
- 5.3. Rent shall be paid by the Lessee within 30 (thirty) days after the invoice date on a bank account of, and designated by, the Lessor. All payments made by the Lessor and all payments made to the Lessor under a Contract shall be made in EUR or in another currency agreed by Lessor in writing.
- 5.4. Rent is exclusive of day-to-day repairs, storage, fuel, taxes/fiscal duties, hydraulic oil and/or lubricants.
- 5.5. The Lessee is not entitled to withhold or deduct or to set-off any payment from or against any amounts due to the Lessor.
- 5.6. Rental prices may be unilaterally changed by the Lessor if the costs (including but not limited to transportation costs) of the Lessor increase due to changes in laws and regulations or due to changes or delays caused by Lessee.

6. INTEREST AND COSTS

- 6.1. If the Lessee fails to pay any due amount within the 30 (thirty)-day term of Clause 5.3, the Lessor shall be entitled to send a default notice to the Lessee and if no payment has been received from the Lessee within 7 (seven) days after the date of the aforementioned default notice, all claims for payment of the relevant outstanding amount shall be immediately due and payable in full by the Lessee. In addition, the Lessee shall be obliged to pay to the Lessor interest of 1.5% (one and a half per cent) per month with respect to the outstanding amount until the date of payment in full, notwithstanding any other rights the Lessor may have under the Contract, these General Terms or the applicable law.
- 6.2. Any (extrajudicial or other) costs incurred by the Lessor in relation to the collection of any amounts due (including but not limited to legal expenses, damages and/or penalties) shall be borne by the Lessee.

7. DELIVERY

- 7.1. The Equipment shall be delivered by the Lessor to the Lessee on a date and at a location agreed in the Contract.
- 7.2. Any dates specified by the Lessor for delivery of the Equipment are indicative and non-binding.
- 7.3. If an agreed location at which the Lessor is to deliver the Equipment is not or not easily accessible, the Equipment shall be delivered as close as possible to the aforementioned location address. Subsequent transport to the agreed location shall be carried out by, and shall be at the risk and expense of, the Lessee.



7.4. The risks and costs of use of the rented property shall pass to the Lessee on delivery. Such costs and risks will terminate ten (10) days (or less days if agreed by Lessor in writing) after written termination by the Lessee or earlier if the property is collected by the Lessor.

8. OWNERSHIP AND SUBLEASE

- 8.1. The Lessor shall at all times maintain (exclusive) title to the Equipment.
- 8.2. The Lessee may not, and shall have no power or authority whatsoever to, sell, mortgage, pledge, create any lien upon, hypothecate, withhold, exercise any right of retention or otherwise dispose of in any manner, or encumber the Lessor's title to the Equipment.
- 8.3. The Lessee may not, and shall have no power of authority to, sublease the Equipment except if agreed by Lessor in writing.
- 8.4. If third parties seize any Equipment which is subject to retention of title or wish to establish or assert any right to such Equipment, the Lessee shall (i) immediately inform the Lessor thereof in writing, (ii) provide the Lessor with a copy of the available documents concerning such seizure and (iii) inform such third party in writing that the Lessor has ownership of such Equipment.

9. USE, MAINTENANCE AND INSPECTION

- 9.1. The Lessee shall use the Equipment in a careful and proper manner, consistent with its nature and purpose, in accordance with any instructions, recommendations, and/or (general guidelines or specific instructions in) manuals from the manufacturer or the Lessor, and shall comply with all requirements of any applicable law relating to the possession, use and maintenance of such Equipment.
- 9.2. The Lessee shall be responsible for the regular daily maintenance of the Equipment as described in the relevant service handbook which is provided to the Lessee together with the delivery of the Equipment, such as refilling of lubricants and fluids in accordance with the manufacturer's or the Lessor's instructions and recommendations. The Lessee requires prior approval from the Lessor to perform any repairs to the Equipment which does not qualify as regular daily maintenance.
- 9.3. The Lessee shall procure that only duly trained and skilled operators and mechanics shall use, operate or repair and service the Equipment and that the Equipment is operated within its safety-operation limits and shall be maintained in a professional way.
- 9.4. The Lessee shall not use or transfer the Equipment in one of the Sanctioned Countries.
- 9.5. The Lessee shall not alter or modify the Equipment or its appearance without the express written consent of Lessor.
- 9.6. The Lessee shall provide the Lessor at first demand (a) a detailed list of locations where the Equipment is held or used and (b) access to the premises where the Equipment is used to inspect or collect the Equipment.
- 9.7. Lessee agrees to make the rented property available for inspection at the request of the Lessor. Lessor agrees to permit the Lessor to enter the buildings and premises of the Lessee where the rented property is located for the purpose of inspection or repossession of the property.
- 9.8. Costs of regular maintenance or repairs of the rented property shall be borne by the Lessor. Lessee shall turn over the rented property in good and clean condition to Lessor for the purpose of regular maintenance or repairs by the Lessor. The Lessee shall place the rented property at the disposal of the Lessor in a workshop where maintenance and/or repair can be conducted by the Lessor.

10. DAMAGES, DEFECTS, LOSS AND NOTIFICATION

- 10.1. The Lessee shall notify the Lessor of any damage to, or breakdown or defect of, the Equipment in writing, within 24 (twenty-four) hours of delivery.
- 10.2. In case no damage or defect is notified in writing to the Lessor upon delivery of the Equipment within the aforementioned 24 (twenty-four) hour period, the Equipment is deemed to be delivered free of damages and defects.
- 10.3. In case of embezzlement, theft or any other loss of the Equipment, the Lessee shall notify the Lessor thereof in writing within 24 (twenty-four) hours and immediately inform the police thereof. A copy of the police report shall promptly be provided to the Lessor.
- 10.4. In case of a defect or breakdown of the Equipment during the term of the Contract and such breakdown or defect is not attributable to the Lessee, the Lessor shall repair or replace the Equipment (as is deemed appropriate by the Lessor).

11. LIABILITY & INSURANCE

11.1. LIABILITY OF THE LESSOR

- 11.1.1. The Lessor shall not be liable to the Lessee, or anyone operating or driving the Equipment or any third parties at any time for incidental, indirect or consequential damages.
- 11.1.2. The Lessor shall not be liable to the Lessee if a failure in the performance of its obligations is caused by force majeure, negligence, deliberate intent or recklessness of the Lessee, a lack of timely instructions or essential information from the Lessee, or other causes beyond the control of the Lessor.
- 11.1.3. The Lessor shall only be liable for damage to goods and personal injury of the Lessee's property and persons caused by a demonstrable defect in the delivered Equipment that can be attributed to Lessor and which was already present before delivery of the Equipment to Lessee, as a result of which the Equipment does not function properly, or damage caused by deliberate intent or gross negligence of Lessor.
- 11.1.4. The Liability of Lessor is limited to EUR 1.000.000, except if agreed otherwise by Lessor in writing.

11.2. LIABILITY OF THE LESSEE

- 11.2.1. The Lessee shall be liable to the Lessor for, and shall indemnify and hold the Lessor harmless against, any and all damages to the Equipment, including but not limited to damages resulting from the improper use thereof, destruction, theft, embezzlement, fire and otherwise, and any and all claims, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the Lessor which arise out of or are associated with the Contract or these General Terms.
- 11.2.2. In case of embezzlement, theft or any other loss of the Equipment or in case the Equipment is beyond repair, the Lessee shall be liable for damages of the Lessor, which damages shall be (i) equal to the current (or replacement) price of such damaged Equipment plus replacement costs, or, (ii) if the damaged Equipment is no longer current, the current (or replacement) price of equivalent equipment plus replacement costs, notwithstanding any other damages of the Lessor.

11.3. LIABILITY FOR DAMAGE TO THIRD PARTIES (IN RESPECT OF THE USE OF MOTOR VEHICLES)

- 11.3.1. The Lessee shall be liable for damages caused to third parties with the Equipment during the term specified in the Contract.



11.3.2. For Equipment qualifying as motorized vehicles, the Lessor has taken out motor vehicle liability insurance in accordance with the EU Motor Insurance Directive and/or equivalent local law. This insurance exclusively covers damage caused to third parties by road traffic accidents that occurred in countries in which Rival has offices.

11.3.2.1. Lessor and her insurer reserve all rights to claim from Lessee damage to third parties that has been compensated but for which there is no coverage under the motor vehicle liability insurance, for example but not limited to the event that: The driver was under influence of alcohol or drugs at the time of the road traffic accident;

11.3.2.2. the driver was not permitted to drive according to any competent authority.

11.4. GENERAL LIABILITY INSURANCE

11.4.1. The Lessee shall, at its own cost and expense take out insurance for the rented Equipment which covers the liability to third parties for events which do not qualify as described in article 11.3.2.

11.4.2. The Lessee shall, at its own cost and expense, at all times keep the Equipment - not qualifying as motorized vehicles - duly insured in accordance with the applicable laws, including for any liabilities (e.g. product liability) and/or risks caused by and/or in connection with the use of the Equipment, as of delivery of the Equipment and until return of the Equipment in accordance with these general Terms.

11.5. LIABILITY FOR DAMAGE TO EQUIPMENT

Lessee can cover his liability for damage to the Equipment in the following ways:

a. Lessee can at its own cost and expense, take out insurance that covers damage to the Equipment as of delivery of the Equipment and until return of the Equipment in accordance with these General Terms.

b. Lessee can partially buy-off liability for damage to Equipment at a surcharge against which Lessor waives its right of recourse to claim the damage from Lessee with exception of the agreed deductible. The liability buy-off scheme and waiver of recourse are subject to the conditions set out in art. 12.

12. LIABILITY BUY-OFF SCHEME

12.1. Lessee can (partially) buy-off liability for damage to Equipment at a surcharge equal to a percentage of the rental fee against which Lessor partially waives its right of recourse (to claim the damage from Lessee).

12.2. The buy-off scheme is subject to a surcharge to our rental price (exclusive of VAT). Lessor can unilaterally increase the percentage or stop the liability buy-off scheme in case of frivolous or vicious claim behaviour of the Lessee.

12.3. The liability buy-off scheme is subject to a deductible. The part of the damage which the Lessee has to pay from his own account is set out in art. 12.7.

12.4. COVER

The buy-off of liability applies if:

12.4.1. damage to or destruction of Equipment which is accidental, sudden and unpredictable and occurred during normal use, i.e. for the intended purpose and in accordance with all use and safety instructions;

12.4.2. Lessor undertook all reasonable efforts and precautionary actions to prevent theft or destruction of the Equipment including but not limited to having the Equipment locked, stored out of sight or under (camera) surveillance, etc.

12.5. EXCLUSIONS

Excluded from cover are:

12.5.1. Damage caused by or related to failure to comply with use and safety instructions as stipulated in article 9 of the General Terms & Conditions.

12.5.2. Damage caused by or related to negligence or wilful misconduct of Lessee or attributable to Lessee.

12.5.3. Loss or damage to pneumatic tyres.

12.6. CONDITIONS WAIVER OF RECOURSE

Lessor only (partially) waives its right of recourse to claim damages from Lessee if all of the following conditions are met:

12.6.1. The damage meets the coverage conditions set out in art. 12.4;

12.6.2. None of the exclusions set out in art. 12.5 apply;

12.6.3. Lessee has paid all amounts owed to Lessor including rent, the surcharge as meant in article 5, VAT, late payment interest if applicable, at the time that the damage occurs;

12.6.4. Lessee notified the damage in conformity with art. 10;

12.6.5. Lessee returned the Equipment in conformity with art. 13 of the General Terms and Conditions;

12.6.6. The damage is covered under the land based equipment insurance policy taken out by Lessor. If the Insurer of Lessor does not compensate Lessor for the damage to Equipment and if this damage is caused by negligence or wilful misconduct of the Lessee, Lessee becomes liable without limitation to compensate Lessor for the damage.

12.7. DEDUCTIBLE

The liability buy-off scheme is subject to a deductible of EUR 2,500 (two thousand five hundred Euros) per damage event or an amount agreed in the Agreement.

13. RETURN OF EQUIPMENT

13.1. Upon expiry or termination of a Contract, the Lessor shall collect the Equipment at the location where the Equipment was delivered and the Lessee shall make sure that the Equipment is ready for collection.

13.2. Except for normal wear and tear, the Equipment shall be in the same condition as it was upon delivery. If the Equipment is not in a state as set forth in the previous sentence, the Lessor will promptly inform the Lessee thereof together with a written notification of the costs required for cleaning and/or repair of the Equipment. Said costs will be reimbursed by the Lessee to the Lessor within 30 (thirty) days after the date of the written notification.



- 13.3. All Equipment not returned to the Lessor for whatever reason, or damaged beyond repair will be paid for by the Lessee at the respective manufacturer's then current list price (new) of such Equipment.
- 13.4. If (a) the Equipment is not or not timely returned to the Lessor for whatever reason, or (b) is damaged beyond repair and the Lessee fails to pay for damages as set forth herein, rent shall continue to be charged by the Lessor and shall continue to be payable by the Lessee.

14. TERMINATION

- 14.1. A Contract may be terminated by the Lessor without any notice being required:
- if the Lessee becomes or is deemed to be insolvent or unable to pay its debts;
 - if a petition is presented or meeting convened or resolution passed for the purpose of dissolution or winding up of the Lessee;
 - if the Lessee enters into liquidation whether compulsorily or voluntarily or compounds with its creditors generally;
 - if the Lessee has a receiver or administrator appointed over all or any part of its assets; or
 - the Lessee takes or suffers any similar action as set forth above under (a) up to and including (d) in any jurisdiction;
 - for a breach of Contract by the Lessee, provided that due notice has been given of the alleged breach and such breach has not been remedied within 10 (ten) days thereof;
 - if there is a change in the control or management of the Lessee;
 - if the Equipment is located or transferred to one of the Sanctioned Countries.
 - in the event in the reasonable opinion of the Lessor a material adverse change in relation to the Lessee has occurred.
- 14.2. In case of early termination of a Contract, the Lessor shall charge the Lessee and the Lessee shall pay the Lessor the agreed rent for the agreed duration of the Contract which shall be increased, where applicable, with the extra costs incurred due to cancellation, such as transportation costs, collection costs etc.
- 14.3. Without prejudice to the other provisions of these General Terms, all obligations of the Lessee under the Contract and these General Terms shall continue to apply for 4 (four) business days after the date of termination or expiry of the Contract (including but not limited to the obligations set forth in art. 11 .
- 14.4. Upon the expiry or termination of a Contract, all rights and obligations of the Parties under such Contract shall cease, except for (i) the obligation of the Lessee to pay any amounts due, or becoming due, as of, or after the date of, termination or expiry, (ii) any other obligation set forth in these General Terms or in a Contract which is to take effect after the date of termination or expiry and (iii) the provisions of art. 13 (*Return of Equipment*) and art. 17 (*Governing Law and Jurisdiction*) of these General Terms.

15. FORCE MAJEURE

- 15.1. Lessor shall have the right to suspend its obligations and will not be at default, if due to circumstances beyond the Lessor's control and/or changes in circumstances which at the time of concluding the agreement could not reasonably have been anticipated, Lessor is unable to meet its obligations. Force majeure will in any event include industrial actions; strikes; sabotage; government restrictions and measures; accidents; transport difficulties; energy outages; delayed delivery by suppliers and contract partners of Lessor.
- 15.2. Lessor shall have the right to dissolve all or part of the Contract without court intervention by means of a written statement if the situation of force majeure has lasted longer than one (1) month, without being liable to pay any damages. Lessee will not be entitled to dissolve the Agreement, unless the situation of force majeure has lasted longer than one (1) month and the Lessee can demonstrate that earlier performance is of vital importance for its business operations.

16. PENALTIES

- 16.1. For each violation of these General Terms or of a Contract, the Lessee will forfeit a penalty to Lessor in the amount of EUR 500 for each day that the violation continues, subject to a maximum of EUR 10,000 for the duration of the violation.
- 16.2. Lessor will be entitled to claim full damages if the damage exceeds the amount of the penalty.

17. MISCELLANEOUS

- 17.1. Variations to these General Terms or to a Contract shall only be effective if agreed in writing and signed by or on behalf of each Party.
- 17.2. Each of the provisions of these General Terms and/or a Contract is severable. If any such provision is or becomes illegal, invalid or unenforceable (whether in whole or in part) in any respect under the law of any jurisdiction:
- That shall not affect or impair the legality, validity or enforceability in that jurisdiction of the other provisions of these General Terms and/or a Contract (if these other provisions are not inextricably related to the illegal, invalid or unenforceable provision), or of that or any provisions of these General Terms and/or a Contract in any other jurisdiction; and
 - the Parties will use reasonable endeavours to negotiate in good faith with a view to replacing it with one or more provisions which are not illegal, invalid or unenforceable and which differ from the replaced provision as little as possible, always taking into account the substance and purpose of these General Terms and/or the Contract as applicable.
- 17.3. The Lessor may, with written notice to the Lessee, assign, transfer or otherwise dispose of any of its rights or obligations under any Contract to any of its affiliates, to which assignment the Lessee hereby consents.

18. GOVERNING LAW AND JURISDICTION

- 18.1. These General Terms and any Contract will be governed exclusively by and construed in accordance with the laws of the Netherlands.
- 18.2. All Disputes will be referred exclusively to and shall be finally settled by the competent courts of Dordrecht, the Netherlands. This art. 18.2 is for the benefit of the Lessor only, such that the Lessor shall never be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction.