

# General Rental Conditions

Niebo International B.V. (NL) / Niebo B.V. (BE)



PORTABLE KITCHENS

## Article 1: General provisions

- 1.1 In these general rental conditions, the following capitalised terms, as well as any conjugations thereof, shall have the following meanings, if and insofar as not explicitly stated otherwise:
- A. **Rental Conditions:** these general rental conditions of Niebo.
- B. **Niebo:** Niebo International B.V. (NL) / Niebo B.V. (BE) and all their affiliated companies.
- C. **Other Party:** any natural person, not acting in the course of a profession or business (if specified: **Other Party A**), any natural person, acting in the course of a profession or business and any legal entity or other legal form (if specified: **Other Party B**) being in a contractual relationship to Niebo, pursuant to an Agreement entered into with Niebo. This particularly includes the person on whose instructions and for whose account equipment is rented.
- D. **Agreement(s):** the rental agreement(s) entered into between Niebo and the Other Party, to which the Rental Conditions and any additional conditions apply.
- E. **Written/in Writing:** by means of a document, signed by authorised representatives of Niebo (and/or the Other Party).
- F. **Quotation:** a written invitation without obligation, made by Niebo to a potential Other Party to make an Offer.
- G. **Offer:** the instruction, order or reservation given or made in writing or verbally by the Other Party to Niebo.
- H. **Order Confirmation:** written acceptance of the Offer by Niebo to the Other Party.
- I. **Rental Contract:** the written Agreement concluded/drawn up at the company of Niebo in the case of a direct rental, over the counter or otherwise.
- J. **Order Amount:** the total amount owed to Niebo by the Other Party under the Agreement.
- K. **Data:** catalogues, designs, images and drawings, models, samples, descriptions, software, technical information, etc. that form part of the Quotation.
- L. **Defect(s):** a malfunction or failure of the rented equipment that can be attributed to Niebo and that was already present before delivery and/or the cause of which lies before the delivery, as a result of which the rented equipment does not function (properly).
- M. **Current Market Value:** the original price of the item on the date of damage or loss, less depreciation based on age or the number of hours of operation of the lost item.
- 1.2 The date of dispatch of the documents referred to in Articles 4.2, 4.3, 6.4 and 14.2 to 14.4 shall be the date on the postmark or the date on which the fax or e-mail was sent. If no such date is stated or can be demonstrated and there is a dispute about the promptness of the dispatch, the documents will be regarded as not having been sent in due time.

## Article 2: Applicability

- 2.1 The Rental Conditions shall apply to all Quotations submitted by Niebo and to all Agreements entered into by Niebo, however named. In particular, the Rental Conditions shall apply to agreements entered into by Niebo for the rental of movable property to any Other Party.
- 2.2 If the Other Party were to refer to other terms and conditions in its Offer or other correspondence with regard to the Agreement, the applicability of such other terms and conditions is explicitly rejected. Any stipulation to the contrary in such other terms and conditions will not affect the above.
- 2.3 Any stipulations varying from and/or supplementary to the Agreement and/or any provision of the Rental Conditions will only have effect if and in so far as they have explicitly been agreed in Writing, and they will relate exclusively to the relevant Agreement. If any such varying or supplementary stipulations are permitted by Niebo, this will not create a precedent and the Other Party cannot derive any rights from them for any future Agreements.
- 2.4 The Other Party who has once been contracted with application of these Rental Conditions agrees to the application of the Rental Conditions to later Agreements between the Other Party and Niebo.

## Article 3: Quotations

- 3.1 Quotations are completely without obligation and are not binding on Niebo in any way, unless the Quotation itself explicitly and unambiguously provides the contrary.
- 3.2 A Quotation is valid for four weeks after its date, following which it expires.
- 3.3 The Data provided by Niebo remain the property of Niebo, may not be reproduced and/or provided to third parties without the explicit written consent of Niebo, and must be returned to Niebo immediately when so requested. Niebo also reserves any and all existing intellectual and industrial property rights.
- 3.4 The Data provided by Niebo only serve as an example from which no rights can be derived.

## Article 4: Conclusion of the Agreement

- 4.1 An Agreement is only concluded if and in so far as Niebo has issued an Order Confirmation or has entered into a Rental Contract with the Other Party. The Agreement is deemed to be concluded at the moment the Order Confirmation is sent by Niebo, or the Rental Contract is signed by the Other Party or is confirmed in another way.
- 4.2 The Order Confirmation or the Rental Contract is deemed to be a complete and correct representation of the contents of the concluded Agreement. The Other Party is deemed to agree to the contents of the Order Confirmation, unless it notifies Niebo in Writing within 5 working days after the date of the Order Confirmation that it does not agree to the contents. By signing/confirming the Rental Contract, the Other Party agrees to its contents.
- 4.3 A Written Offer can only be revoked or modified in Writing and only if such revocation or request for a modification has reached Niebo before the Order Confirmation was sent or if Niebo has started with the actual execution of the Agreement. In any event, a Written Offer has become irrevocable if a revocation has not been sent within 5 working days of its date. An oral Offer shall be irrevocable.
- 4.4 Niebo has the right to refuse an Offer without stating reasons.
- 4.5 In derogation of the provisions of Article 4.1, an Agreement can also be formed by Niebo, after having received an Offer, starting with the actual execution of the Agreement.

## Article 5: Contents of the Agreement

- 5.1 The contents of the Agreement and the extent of the obligations are determined exclusively by the Order Confirmation/Rental Contract and the provisions of the Rental Conditions. If, with regard to the same Agreement, both an Order Confirmation has been sent and a Rental Contract has been drawn up which has been signed or issued by Niebo and signed/not contested by the Other Party, the contents of the Rental Contract shall be decisive in case of any inconsistencies, unless otherwise agreed in Writing.
- 5.2 Any additional agreements, commitments or notifications made by employees of Niebo, or made on behalf of Niebo by other persons acting as representatives, will only bind Niebo if these agreements, commitments or notifications were confirmed in Writing by its authorised directors or persons authorised by those directors.
- 5.3 Niebo does not accept any liability with respect to the correctness or completeness of Data provided by manufacturers and/or importers.
- 5.4 Minor deviations from the Agreement by Niebo are permitted if and to the extent that the Other Party has not made a written statement of its essential requirements prior to the conclusion of the Agreement and to the extent that the performance to be rendered by Niebo does not change fundamentally as a result of the deviations.
- 5.5 The Other Party will be entitled to dissolve the Agreement only if the Other Party demonstrates that the items deviate so much from the Agreement and/or the Data provided by Niebo, that the Other Party can no longer rea-

sonably be required to perform the Agreement. However, Niebo shall in no case be obliged to pay any compensation.

- 5.6 For the fulfillment of its obligations under the Agreement, Niebo is entitled to hire (similar) items (which may include personnel) from a third party (third-party rental company).

## Article 6: Rental period

- 6.1 The rental period will commence on the date and at the time agreed upon and, more specifically:
- A. if it is stipulated that the Other Party collects the rented equipment at an agreed location: at the time when the equipment is handed over to the Other Party by Niebo.
- B. if it is stipulated that Niebo will deliver the rented equipment: at the time when Niebo has delivered the rented equipment at the agreed location.
- C. If the rented equipment is assembled by Niebo: at the time when Niebo transfers the project to the Other Party. The Other Party must sign for the transfer. By signing, the Other Party also accepts the circumstances of the project. If the Other Party puts the rented equipment into use without signing for transfer, this will also apply as acceptance of the circumstances of the project, unless the Other Party states in writing within 2 working days of putting the rented equipment into use that it does not accept certain circumstances.
- 6.2 Unless expressly agreed otherwise, the agreed end date is an indication. The rental period actually ends:
- A. if it is stipulated that the Other Party returns the rented equipment at an agreed location: at the time when the equipment is handed over to Niebo by the Other Party, on submission of a receipt;
- B. if it is stipulated that Niebo will collect the rented equipment: after the Other Party has deregistered the rented equipment in Writing, on the date specified in this notice of deregistration, with due observance of the period referred to in Article 6.4;
- C. upon expiry of a period for returning the rented equipment, which period is set in Writing by Niebo to the Other Party, on the last day of said period at 5.00 pm.
- 6.3 If several items are rented under the same Agreement, it is also possible to deregister one or more individual items (partial deregistration). The Other Party will bear the related delivery and removal costs per trip (or additional trip). For the remaining items, the rental will continue until the rental period ends in one of the ways described in Article 6.2.
- 6.4 The notice of deregistration must be sent no later than on the desired end date.
- 6.5 The written notice of deregistration must be sent by fax to the Niebo branch/department with which the rental agreement was concluded and must contain the following information:
- the details of the Other Party
  - the contract number
  - a description of the items to be collected (with item number(s) in case of partial deregistration)
  - the desired end date
  - the location where the items are to be collected
  - the name and telephone number of the contact person at the location where the items are to be collected
  - the location of any keys
  - the location where Niebo's driver should report
- 6.6 The rental period may be extended by the Other Party both in Writing and by telephone until the time of the Written notification of deregistration.
- 6.7 If an Agreement with a minimum/explicit rental period is concerned, after the rental period commences the Other Party cannot terminate the Agreement before the agreed end date. If the Other Party nevertheless terminates the Agreement before the agreed end date, it will owe a percentage to be determined of the agreed rent for the full period, depending on the time that remains of the rental period and the discounts already given.

## Article 7: Delivery and risk

- 7.1 Although the stated delivery periods will be complied with by Niebo as much as possible, these are approximations only that are not binding on Niebo. Unless otherwise agreed in Writing, the stated delivery period will never be regarded as a final deadline.
- 7.2 If the delivery period is exceeded, the Other Party will, however, be entitled to grant Niebo a reasonable period for compliance by means of a document sent by registered post, which period shall in any case not be shorter than five working days, calculated from the date of receipt of the registered document by Niebo.
- 7.3 The Other Party is only entitled to terminate the Agreement after the final deadline (agreed on in accordance with Article 7.1 or set in accordance with Article 7.2) has been exceeded. However, Niebo shall in no case be obliged to pay any compensation.
- 7.4 Niebo is authorised to make delivery in batches or to halt delivery until the whole order is ready. Where appropriate, this will be discussed with the Other Party. In case of delivery in batches, Niebo will be authorised to invoice the items already delivered.
- 7.5 The items are deemed to have been delivered and the risk thereto transferred to the Other Party at the times stated in Article 6.1.
- 7.6 Delivery of the rented equipment is scheduled between 8:00 am and 6:00 pm. Exact times cannot be planned; delivery will take place during the part of the day agreed upon in advance. Niebo only delivers on the ground floor.
- 7.7 The Other Party must ensure that an authorised person is present on the agreed delivery day to take delivery of the rented equipment. If nobody is present at the time of delivery, Niebo has the right to take back the rented equipment. The Other Party will then still owe the transport costs. Niebo may, however, after consultation with the Other Party, also deliver the rented equipment, but in the event of a difference of opinion as to whether or not the equipment was delivered in the agreed number and/or the agreed condition, the burden of proof in this regard lies explicitly with the Other Party.
- 7.8 Costs resulting from any special municipal provisions, such as roadblocks, parking permits, on-site exemptions for transport and lifting work, are not included in the rent and are payable by the Other Party.
- 7.9 To facilitate the application for planning permission, Niebo can provide you with structural calculations of the containers.
- 7.10 The Other Party shall ensure that the owner of the site or building approves the placement of the rented equipment throughout the rental period. The Other Party indemnifies Niebo against liability for any damage to the aforesaid site which may arise as a result of the placement.
- 7.11 The surface on which the unit(s) is/are placed must be suitable for this purpose. In particular, it must be paved, horizontal and even.
- 7.12 The access route must be easy to reach and in good condition for heavy lorry traffic at all times.
- 7.13 The Other Party is responsible for returning the site to its original state.
- 7.14 Niebo can deliver consumables such as dishwasher salt, cleaning material and rinse agents. In that case, the Other Party will be charged for these consumables.
- 7.15 When hiring tents, the Other Party is obliged in the event of snowfall to immediately switch on heaters so that complete defrosting is guaranteed in connection with the risk of collapse as soon as snow covers the tents.
- 7.16 During the period from October to March, tents will only be rented out if the Other Party assumes the risk of storm. Niebo advises the customer to insure the tent(s) against storm damage.
- 7.17 Any costs for legally required electrical inspections, drinking water inspections and disinfection of drinking water installations are not included in the rent and are at the expense of the Other Party.

## Article 8: Return and risk

- 8.1 After the end date stated in the Written notice of deregistration, the Other Party will remain responsible for the rented equipment for another five working days and will therefore also be liable for any damage/loss as described in Article 11, unless otherwise agreed in Writing. This responsibility will end at 6:00 pm on the aforementioned second working day.
- 8.2 The provisions of Article 19 apply in full to the above.
- 8.3 The Other Party must ensure that, after the Written notice of deregistration, the items can be collected by Niebo from the specified location daily between 8:00 am and 6:00 pm.
- 8.4 The Other Party must ensure that someone is present during the aforementioned period to return the items. If nobody is present when the items are collected, Niebo can still take back the items. However, if a dispute arises as to whether the Other Party has left the rented items in good condition or has left the correct number of items, the burden of proof in this regard lies explicitly with the Other Party.
- 8.5 The items must be sorted, cleaned and stacked and ready for collection on the ground floor. The packaging belonging to the rented items will remain with the Other Party for the sake of quality. If the items are not made ready for transport, the Other Party will incur a fixed penalty of € 150.
- 8.6 Rented items will be inspected on Niebo's premises or on the premises of the third-party rental company after they have been returned. The collection of the items by Niebo's carrier or the carrier of the third-party rental company cannot be regarded as such an inspection. If the Other Party wishes to be present during the inspection, it must indicate this at the time of entering into the Agreement, so that an appointment can be made for the time of the inspection (within 24 hours after return). If any contamination or incorrect packaging is discovered, without the Other Party being present, the inspection by Niebo or the third-party rental company will be binding, and the Other Party will be charged the relevant costs.
- 8.7 If the aforementioned inspection reveals any damage to the rented equipment, the Other Party will be informed of this as soon as possible. This damage report will set a period for keeping the damaged item available for the Other Party, for the purpose of a second opinion or joint survey. After expiry of this period, the items will be repaired or replaced and the Other Party will be charged all costs as referred to in Article 11.5 (or possibly the excess). If the Other Party does not make use of the possibility of a second opinion or joint survey, the damage assessment conducted by Niebo or the third-party rental company will be binding.

## Article 9: Prices

- 9.1 Daily rates are based on rental/use for a maximum of 24 hours and weekly rates on rental/use for a maximum of 168 hours and are exclusive of VAT, maintenance, any fuel, oil, transport, environmental levies, cleaning and surcharge for damage waiver and fire/theft schemes.
- 9.2 Weekend rates (Friday to Monday) are based on rental/use for a maximum of 72 hours (Sundays are not charged).
- 9.3 Quotations must be requested for rental periods exceeding four weeks.

## Article 10: Obligations of the Other Party

- 10.1 The Other Party's personnel, assistants or agents and/or other persons using the rented equipment on the instructions and/or under the responsibility of the Other Party must be familiar with the instructions for use and/or with (other) manuals supplied with the rented equipment or attached to it, and must act in accordance with them. The Other Party also guarantees that all persons using the rented equipment have the required skills and possess the relevant diplomas, certificates, driving licenses, etc. that are required by law or otherwise. If the above requirement is not complied with, the insurance cover and/or cover under the damage waiver scheme as described in Article 19 will become invalid.
- 10.2 Despite the fact that the agreed end date of the rental period is indicative, the Other Party must return the rented equipment following the expiry of said period.
- 10.3 If the rented equipment is not returned to Niebo or deregistered at the end of the agreed rental period, or if the situation described in Article 11.4 occurs, once Niebo has determined that this provision is applicable, it will offer the Other Party the opportunity to return the rented equipment or report its theft in the manner set forth in Article 6.2(c), in which case the rental period will expire as soon as the rented equipment is returned or deregistered, or at the time specified in Article 6.2(c) or Article 11.3. If the Other Party does not return the rented equipment or report its theft after the expiry of the stipulated period, the Other Party will be in default, and must pay Niebo the Current Market Value of the item(s) if not returned in addition to the rental amount.
- 10.4 The Other Party must return the rented equipment to the same branch of Niebo where the Agreement was concluded. If the Other Party wishes to return the rented equipment to a different branch, this will only be possible subject to consultation, possibly for an additional charge.
- 10.5 The Other Party must return the rented equipment to Niebo on the agreed date (and at the agreed time) in the condition in which it received the rented equipment at the beginning of the rental period. The Other Party must return the items cleaned (so that they can immediately be rented out to another party) and sorted and packed in the correct crates, etc. in the same way as it received them. Any additional working time resulting from lack of or improper sorting or cleaning will be charged.
- 10.6 The Other Party undertakes to pay any duties, taxes (including municipal levies on encroachments in, on or above public land) and penalties arising from the use of or third parties have made of the rented equipment.
- 10.7 Where applicable, the Other Party must ensure at its own expense that it has the necessary permits and authorisations in good time before delivery of the rented equipment.
- 10.8 The Other Party undertakes to give Niebo access to the rented equipment at all times, to reject any third-party claims concerning the rented equipment and to indemnify Niebo in this regard. The rented equipment may only be subleased or made available to third parties following the express Written permission from Niebo, under penalty of invalidation of insurance cover and/or the cover under the waiver schemes as described in Article 19 in the case of damage or loss during the period in which the rented equipment was subleased or made available to third parties without Niebo's permission.
- 10.9 The Other Party must take steps to prevent theft of the rented equipment, for example by making (correct) use of padlocks (possibly those supplied with the rented equipment), keeping the rented equipment in an enclosed area, keeping the rented equipment out of sight of third parties, chaining the rented equipment, etc.
- 10.10 The Other Party must carry out daily maintenance of the rented equipment. If the Other Party does not have the necessary experience, it must request assistance from Niebo and pay the associated costs. The party renting the equipment is not authorised to carry out repairs of the rented equipment. Unless otherwise agreed, if the equipment is rented for such a lengthy period that the equipment must be maintained by Niebo, the Other Party will pay Niebo the maintenance costs. The Other Party will continue to owe the rental price during the period when Niebo is carrying out the maintenance.
- 10.11 Service staff will work under the responsibility of Other Party B. Other Party B indemnifies Niebo and its service staff from any liability, except in case of willful misconduct or gross negligence.
- 10.12 Niebo's staff who assemble, disassemble or inspect the rented equipment can never be obliged by the Other Party to follow its instructions, nor to carry out the assembly, disassembly or inspection under its supervision.
- 10.13 If the Other Party's goods are stored in a rented container and they are not removed from the container after the expiry of the rental period, the day price charged for storage will be passed on. These additional costs are payable by the Other Party. Niebo will then be entitled to sell the goods 30 days after the expiry of the rental period.

#### Article 11: Damage and loss

- 11.1 Damage to the rented equipment caused during the period when the Other Party is responsible for the rented equipment must be reported to Niebo immediately after discovery but no later than 48 hours of it having occurred.
- 11.2 If the rented equipment is stolen/lost, the Other Party must inform Niebo of this within 24 hours of its discovery and report the theft to the police. The Other Party is also required to send the official report (or a copy thereof) to Niebo.
- 11.3 In derogation of the provisions of Article 6.2, if the equipment is stolen, the date on which the equipment was stolen (or probably stolen), as stated in the official report, will be deemed to be the end date of the rental period. The rental will continue for the remaining items included in the same agreement until the rental period ends in one of the ways described in Article 6.2.
- 11.4 If the Other Party fails to report the theft and/or to send an official report to Niebo, the theft will constitute misappropriation, for which the fire/theft scheme referred to in Article 19 does not provide any cover.
- 11.5 In the event of theft or total (economic) loss of the rented equipment, the Other Party undertakes to compensate Niebo for the loss at the Current Market Value. If the rented equipment can still be repaired, the Other Party undertakes to reimburse the related repair costs. The same applies in the case of damage to/theft of parts and/or accessories of the rented equipment. In addition, the Other Party will be liable for any resulting loss suffered by Niebo (including, but not limited to: surveyor's fees, loss of turnover and/or profits, etc.).
- 11.6 If Niebo has already charged the current market value of lost equipment to the Other Party and said equipment is found and returned by the Other Party at a later date, the Other Party will pay the rental price up to the date of return of the equipment. Niebo will then deduct said amount from the current market value to be refunded to the Other Party.
- 11.7 The costs of a survey carried out by or on behalf of Niebo to calculate the amount of the damage or repair and/or cleaning costs related to the rented equipment will be charged directly to the Other Party. The Other Party agrees in advance that a survey will be carried out at the expense of the Other Party by a recognised loss adjustment agency appointed by Niebo if Niebo deems it desirable and, in other cases, if Niebo carries out said survey.
- 11.8 The Other Party will be held liable, irrespective of whether it is to blame for the damage, loss or theft of the rented equipment or for rendering the rented equipment unusable or valueless.
- 11.9 Niebo declares that liability insurance has been taken out for objects that are subject to the Civil Liability Insurance (Motor Vehicles) Act, which insurance meets the requirements set by or pursuant to this Act. However, the Other Party, who must indemnify Niebo, will pay:
- any damage or loss suffered by third parties which, although it is compensated for by the insurer under the aforementioned Act, is covered under the terms of the policy. This is the case, for example, if the driver was under the influence of alcohol or drugs at the time the damage or loss occurred;
  - the excess mentioned in the insurance policy;
  - any damage to aboveground or underground pipes or cables and/or the ensuing consequential damage or loss;
  - fines, tickets and/or costs incurred by Niebo, resulting from the Other Party (or its personnel / assistants or agents / other persons for whom it is responsible) driving on the public road with unregistered machinery and equipment (that is subject to the Civil Liability Insurance (Motor Vehicles) Act);
  - any damage or loss falling within the exceptions provided for by law.

#### Article 12: Transport

- 12.1 The Other Party bears the risk of loss of or damage to the rented equipment during the entire rental period, i.e. also during transport carried out by the Other Party itself. The Other Party is obliged to pack and load the rented equipment in a manner appropriate to the type of equipment and the method of transport. This provision will also apply to any Other Party that takes delivery of the equipment from Niebo in containers but is responsible for unloading and reloading. The equipment must be carefully loaded, so that no damage can occur during transport as a result of the load shifting or falling over.
- 12.2 If, at the request of Other Party B, the services of Niebo's employees are used for the loading/unloading, coupling or uncoupling, this shall be entirely at the risk of the Other Party.
- 12.3 Unless otherwise agreed in Writing, if it is agreed that Niebo will deliver the items to and/or collect them from the Other Party, the Other Party must assist with the loading/unloading of the items at the agreed location. If the Other Party does not provide the necessary assistance in loading and/or unloading the items, the resulting costs will be payable by the Other Party.

#### Article 13: Niebo's liability

- 13.1 Niebo's liability is expressly limited to direct property damage and personal injury, to the Other Party's goods and persons, caused by a demonstrable Defect in the rented equipment or by willful misconduct or gross negligence on the part of Niebo. Furthermore, Niebo's liability is limited to the sum that is paid out under the liability insurance policy taken out by Niebo in the relevant case. Liability for other damage (including consequential damage) and pecuniary loss, however named, including the rental/purchase of replacement equipment, loss of turnover and/or profits or losses arising out of delays and interruptions in business activities is expressly excluded.
- 13.2 Niebo's liability may never exceed the Other Amount (with a maximum of the amount of one instalment invoice (= rental period of 4 weeks) for long-term rentals), unless and in so far as a higher amount is paid out under its insurance in that specific case.
- 13.3 Other Party B will indemnify Niebo against any third-party claims for damage or loss deriving from or relating to the rented equipment.
- 13.4 Any liability will lapse on the expiry of a period of one year from the date of the damage or loss.
- 13.5 Niebo will not be liable for any damage caused to the Other Party's goods stored in Niebo's containers as a result of, for example, leakages, fire, theft, transport, breakdowns.

#### Article 14: Complaints

- 14.1 At the time the Other Party takes delivery of the rented equipment, it will inspect it for any visible external Defects and will sign the delivery note to indicate due receipt of the equipment. In doing so, the Other Party will state any Defects on the document in question. The items are deemed to have been delivered in good condition and in accordance with the Agreement if and in so far as the aforesaid documents do not indicate anything to the contrary.
- 14.2 Complaints from the Other Party with regard to visible external Defects in the items and which were discovered during the inspection referred to in paragraph 1, must be notified in Writing to Niebo by the Other Party within 24 hours after delivery.
- 14.3 Defects that were not discovered at the time of the above inspection and ought not to have been discovered at this time must be reported to Niebo by the Other Party within 48 hours of discovery in the same manner as referred to in paragraph 2. Niebo has an obligation to perform to the best of its ability - with the exception of breakdowns due to improper use - to rectify a breakdown within 24 hours of its report or to provide an alternative without, however, being liable for anything more or anything else. Any repair costs resulting from improper use will be borne by the Other Party.
- 14.4 In the event of any damage as referred to in Article 13.1, the Other Party must give Niebo notice of this within 48 hours after it has arisen, and in the same manner as referred to in Article 14.2. This notice of claim shall also state the probable amount of the claim and Niebo shall be given the opportunity to have a second opinion or joint survey carried out within a reasonable period of time. The aforementioned reasonable period of time comprises at least 2 weeks, starting on the date of receipt by Niebo of the notice of claim.
- 14.5 Any right of action of the Other Party against Niebo with respect to damage as referred to in Article 13.1 will lapse if:
- a. the damage and/or the Defects have not been reported to Niebo within the periods set above in paragraphs 2, 3 and 4 and/or not in the manner indicated therein;
  - b. the Other Party does not cooperate and/or does not sufficiently cooperate with Niebo with respect to an investigation of the merits of the complaints;
  - c. the Other Party has not set up, treated, used, stored or maintained the items correctly or if it has used or treated the items under circumstances unsuitable for the items;

- d. the Other Party has made repairs and/or modifications or allowed others to make repairs or modifications to the items without the prior, explicit and Written consent of Niebo;
- e. the items are used after discovery of the Defects within the meaning of paragraph 2 or if the use of the items is continued after discovery within the meaning of paragraph 3.
- f. Niebo has not been offered the possibility of a second opinion or joint survey as referred to in paragraph 4.

#### Article 15: Reservations and cancellations

- 15.1 It is possible to reserve items that can be rented from Niebo. At the time of conclusion of the Agreement, the parties will consult to determine the time and period covered by the reservation within which the items must be made available to the Other Party, and will include said information in the Agreement. If the Other Party does not accept the reserved items on the agreed date and for the agreed period, the Other Party will still be liable to pay the full amount of the rental.
- 15.2 Without prejudice to the foregoing, the Other Party may cancel the reservation in Writing before the date on which the rental equipment is made available. In such cases, however, the Other Party will be charged:
- for cancellation up to 60 days before the start of the rental period: 25% of the Order Amount;
  - for cancellation up to 45 days before the start of the rental period: 50% of the Order Amount;
  - in case of cancellation up to 30 days before the start of the rental period: 75% of the Order Amount;
  - in case of cancellation up to 15 days before the start of the rental period: 100% of the Order Amount.
- Niebo shall in no event be obliged to provide an estimate of damages.

#### Article 16: Payment

- 16.1 Unless otherwise agreed in Writing, the Order Amount must be paid in cash immediately after the rented equipment is returned.
- 16.2 Unless otherwise agreed in Writing or stated on the invoice, the Order Amount must be paid within 14 days of the invoice date, without any right to discount or set-off. A 2% late payment surcharge will be applied after 14 days. If the equipment is rented for a longer period of at least 4 weeks, the Other Party will pay the rent to Niebo in advance every 4 weeks. The period for raising objections to an invoice will expire 10 days after the invoice date. The Other Party is not authorised to set off any amount or to suspend its payment obligations without the prior Written permission of Niebo.
- 16.3 All payments must be made at the Niebo site or into an account specified by it. In case of payment by bank or giro, the day that the account of Niebo is credited will be regarded as the day of payment.
- 16.4 If the Other Party does not pay within the stated period, it will be in default without notice of default being required for this purpose. In that case, the Other Party will, from the due date until the date of payment in full, be charged interest equivalent to the statutory interest rate plus 10% per annum, calculated on the sum that has not been paid. This interest will be due and payable immediately, without further notice of default. All costs involved in the collection of invoiced amounts, including extrajudicial collection costs, are payable by the Other Party. The extrajudicial collection costs amount to at least 15% of the principal sum, with a minimum of € 340, exclusive of turnover tax. The same applies if Niebo is unable to collect any amount due to lack of funds or any other impediment on the part of the Other Party or for its risk.
- 16.5 Payments shall first be deducted from the collection costs, then from the interest due and then from the principal sum. If the Other Party fails to pay several invoices, a payment will, with due observance of the provisions of the previous sentence, first be deducted from the oldest invoice and then from the second oldest invoice, and so on.
- 16.6 If the Other Party does not comply with its obligations under the Agreement, does not do so in a timely fashion or properly, Niebo will, cumulatively to the extent possible, also be entitled to:
- a. suspend the performance of that Agreement and/or any directly related Agreements, until payment has been sufficiently secured;
  - b. full or partial judicial or extrajudicial termination of that agreement and the related agreements, without Niebo being obliged to pay any compensation; compensation for the loss suffered by Niebo.
- 16.7 In case of a provisional or definitive suspension of payments, insolvency, stoppage, winding-up or guardianship order or against the Other Party, all Agreements concluded with the Other Party will be terminated unless Niebo informs the Other Party within a reasonable period of time that it demands compliance with said Agreement(s), in whole or in part. In that case, Niebo shall have the right, without giving notice of default, to suspend the execution of the relevant Agreement(s) until payment has been sufficiently secured, without prejudice to Niebo's other rights.
- 16.8 In each of the cases stated in paragraphs 6 and 7, all claims of Niebo against the Other Party will be immediately due and payable in full, the customer will be obliged to immediately return the rented equipment and Niebo has the right to access and enter the sites and buildings of the Other Party in order to take possession of the equipment in question. All related costs and all resulting loss suffered by Niebo will be borne by the Other Party.

#### Article 17: Non-attributable failure

- 17.1 If Niebo is unable to fulfil any obligation towards the Other Party due to force majeure, the fulfilment thereof will be suspended for the duration of the force majeure situation, with a maximum of two months. After these two months, both parties will be entitled to terminate the Agreement in Writing, either in whole or in part.
- 17.2 Niebo is not obliged to pay the Other Party any compensation if force majeure prevented it from complying with its obligations or from doing so in a timely fashion or properly.
- 17.3 Force majeure should be understood to mean: any circumstance beyond the control of Niebo that is of such a nature that fulfilment of the Agreement cannot reasonably be required from Niebo. This also includes: strike, uprising, war and other disturbances, boycotts, blockades, natural disasters, epidemics, lack of raw materials, hindrance and interruption of the transport options, extreme weather conditions, fire, machinery breakdown, interruptions in the operations of Niebo, problems at suppliers and/or measures taken by any government agency.

#### Article 18: Retention of title and security

- 18.1 The rented equipment remains the property of Niebo at all times, regardless of the duration of the Agreement. If the Other Party deliberately appropriates the rented equipment, this will constitute misappropriation. The Agreement will not be extended if the Other Party fails to return the rented equipment in time; the Other Party will, however, continue to bear the entire risk in this regard.
- 18.2 The Other Party is not allowed to dispose of, pledge or otherwise encumber the rented equipment for the benefit of third parties unless Niebo has given its Written consent.
- 18.3 The Other Party will immediately inform Niebo in Writing if the equipment is attached or if the equipment otherwise becomes the subject of any claim, in whole or in part. If the Other Party has knowledge of a possible attachment of the equipment, it must inform Niebo of this. Moreover, on Niebo's first request to this end, the Other Party will inform Niebo of the location of the relevant equipment.
- 18.4 In case of attachment of all or part of the rented equipment, provisional or definitive suspension of payments or insolvency of the Other Party, the Other Party will immediately inform the bailiff making attachment, administrator or receiver of the property rights and other rights of Niebo.
- 18.5 If there are good grounds to suspect that the Other Party will not comply with its obligations in time, the Other Party is required on Niebo's first request to immediately furnish security satisfactory to and in the form desired by Niebo and where necessary to supplement it by complying with all its obligations. As long as the Other Party has not complied, Niebo is entitled to suspend compliance with its obligations.
- 18.6 If the Other Party has not complied with the request referred to in paragraph 5 within 8 days of a Written demand to that effect, Article 16.8 will apply accordingly.
- 18.7 Unless otherwise agreed in Writing, the Other Party will pay a deposit for each Agreement. The amount of the deposit will be determined on the basis of the duration of the rental period stated and the value of the rented equip-

- ment. If the Other Party wishes to extend the Agreement, it will be required to pay a new deposit no later than the first day of the extension.
- 18.8 If the Other Party fails to pay a deposit within the specified time, Niebo may terminate the Agreement unilaterally, without prejudice to Niebo's right to compensation.
- 18.9 The deposit may not be considered by the Other Party to be a prepayment of the rental price due or a buy-off of any risk of damage, theft or misappropriation of the rented equipment. However, on termination of the Agreement, Niebo will be entitled to deduct any amount owed by the Other Party from the deposit. The deposit will be refunded when it has been established that the Other Party has complied with all its obligations.

#### Article 19: Insurance and waiver schemes

- 19.1 In accordance with Article 11, the Other Party is liable for any damage to and disappearance of the rented equipment during the rental period, irrespective of whether it is to blame for this. The Other Party shall take measures to prevent theft of the rented equipment in view of the fact that it is obliged to return the rented equipment, which obligation will not cease, not even by chance or third-party intervention.
- 19.2 The following schemes allow the Other Party to buy off most of the above-mentioned risk. It is not possible to conclude one or both of the following schemes for all equipment. If it is possible to conclude one or both of these schemes for the equipment to be rented, it will, in principle, be mandatory to conclude the waiver scheme(s). Any agreement or framework agreement may contain different arrangements in this regard. Nonetheless, the content of the relevant individual Agreement will be decisive in respect of whether one or both of the schemes apply.
- 19.3 For the specific content (and rates), Niebo refers to the conditions governing those schemes, which can be found at [www.Niebo.com](http://www.Niebo.com). A copy will be sent upon request.
- A. Damage waiver scheme for individuals and companies**
- 19.4 To protect private and commercial parties renting equipment from unforeseen costs for their account if they cause any damage to the rented equipment, Niebo may oblige the Other Party to buy off any damage to the rented equipment in advance by means of the damage waiver scheme. The coverage of this scheme applies only to the Other Party. The following is excluded from coverage in particular: damage as a result of fire, theft, inexpert and/or careless use and/or negligence, defective/broken/damaged 'Table Top' items (porcelain, glass and ceramics) and items from third-party rental companies.
- 19.5 A surcharge of 10% of the rental price will be due for the damage waiver scheme, unless a different percentage has been indicated in Writing. An excess applies to the damage waiver scheme, depending on the value of the rented equipment.
- B. Fire/theft scheme for companies**
- 19.6 Only commercial parties renting equipment can make use of the fire/theft scheme. This scheme covers damage caused by fire or theft, with the exception of (among other things) damage caused by intent or deliberate recklessness, inexpert and/or careless use, unauthorised re-renting of the equipment or making it available to third parties, damage to items from third-party rental companies, or if the party renting the equipment can derive a right to compensation under an insurance policy. The fire/theft scheme does not apply to the 'Partyverhuur' (Party and Events) department.
- 19.7 The basis for the surcharge for inclusion in the fire/theft scheme is a percentage of the rental price. An excess applies to the fire/theft scheme, depending on the value of the rented equipment.
- C. Insurance**
- 19.8 If the Other Party wishes to take out its own insurance for the rented equipment, Niebo is expressly entitled to demand that the Other Party include Niebo as a party who is entitled to receive payments under the insurance policy, or to demand that the Other Party submit a confirmation of cover. Any excess will be for the account of the Other Party.
- 19.9 If an acceptance scheme applies in respect of the Other Party's CAR insurance policy, the Other Party hereby declares in advance that Niebo can and may derive rights under the CAR insurance policy as a (co-)insured party. Any excess will be for the account of the Other Party.

#### Article 20: Final provisions; applicable law and choice of forum

- 20.1 The invalidity or voidability of any provision of these Rental Conditions or of Agreements will not affect the validity of the other provisions. Niebo and the Other Party will be obliged to replace any provisions that are invalid or void by valid provisions, the purport of which corresponds as much as possible to that of the invalid or void provisions.
- 20.2 All disputes caused by or arising from an Agreement concluded with Niebo will be settled at the discretion of Niebo by the competent court in the district of Maastricht, with the exclusive application of Dutch law.
- 20.3 Contrary to the provisions of the preceding paragraph, at the discretion of Niebo the District Court of Brussels or Oudenaarde has jurisdiction and Belgian law applies if the Other Party has Belgian nationality and/or resides or is established in Belgium and the Agreement was concluded with Niebo in its capacity as Niebo bvba.
- 20.4 Niebo reserves the right to summon the Other Party to appear before the court in the district where it has its registered office or principal place of business.
- 20.5 Contrary to the foregoing, disputes with Other Party A will be heard by the court that has jurisdiction according to general law to hear the dispute.
- 20.6 In the event of any disagreement about the interpretation of the Rental Conditions, the Dutch text will have binding force.