

## General contract conditions

The lessor/seller expressly enters into present contract under the following terms with the formal exclusion of other conditions that have not been explicitly agreed in writing.

In no case can the mere notification of other conditions by a contractor imply the acceptance thereof, even this notification is made repeatedly.

The payment of an invoice without reservation does not imply the acceptance of the conditions set out on it.

Payments are made in cash upon delivery or receipt of the invoice by mail. If no protest is lodged by registered letter within 7 working days of receipt of the invoice, it shall be deemed to have been accepted by the customer.

Present agreement shall be concluded in the permanent location of the lessor/seller, i.e. in Buggenhout, Houtenmolenstraat 69b.

The parties shall undertake severally and jointly to fulfil their commitments.

The good operation, good condition and good quality of all delivered products, services and leased materials shall be deemed to be acknowledged by the customer, unless a notice of default is sent by registered letter within 2 days after receipt of the goods.

Damage to the rented goods caused during the rental period must immediately be communicated to the lessor in writing.

The lessee agrees to return the goods at the end of the lease period in the same condition as they were acknowledged to have been received. Costs for cleaning or maintenance after use are to be borne by the lessee as an additional cost.

The lessee is liable for any damage, defects or malfunctions that are wholly or partly due to the incorrect, improper or careless handling of the leased goods.

The lessee undertakes, where appropriate, to compensate the damage to the lessor for the amount of the replacement value including installation costs for parts and/or accessories.

The lessee is liable for returning the goods. In case of loss of the leased goods during the lease period, e.g. because of theft or vandalism, the lessee is obliged to reimburse the current replacement value of the leased device or a similar device, less a deduction of depreciation amounting to 10% per year.

The lessee uses the leased goods at their own risk. The lessor is not liable for the incidental consequences of a rapid dehumidification of the state of buildings, floors, doors, furniture, etc. In that respect, the lessee must take the necessary caution and obtain information in advance from the supplier or contractor.

Retention of title clause: in case of sale, the seller reserves full ownership of all the materials and goods supplied by them until the moment of the final payment of the whole sale price.

The delivery times set out in the contract can be changed by either party and within reasonable limits insofar this is justified by a strong reason.

The lease deposit set out in present contract shall be paid in cash upon receipt of the goods and will be refunded upon return of the goods that are in good condition and complete payment of the due price.

The given prices are only valid for a 40-day period, counting from the date of quotation. The cost of a quotation for works amounts to 3% of the contracting fee with a minimum of 50 EUR + VAT. If the contract is entered into, this amount will be deducted from the first invoice.

The parties are to fulfil their obligations immediately. Therefore, the bills and invoices from the parties are payable in cash, bank charges are to be borne by the paying party. In case of failure to pay within 10 days, an interest of 1% per month shall be charged automatically and by operation of law.

In case the seller/lessor fails to deliver (in time) within 10 days after the notice of default, except in proven cases of force majeure, a compensation equal to 10% of the invoice amount shall be due.

In case of termination of the agreement, either by buyer/lessee or seller/lessor, an amount equal to one third of the agreed price, with as a minimum the price or deposit already paid, shall be due by way of compensation.

By way of fixed compensation, in case of total or partial non-payment, either by buyer/lessee or seller/lessor, a compensation amounting to 10% of the amount of money due will be charged.

In case of dispute, the courts of Dendermonde at the choice of the plaintiff or those of the domicile of the defendant shall be competent.

If the defendant is a consumer, only the court of the domicile of the defendant or of the place where the contract originated (in this case Buggenhout) or is executed shall be competent.

#### Theft insurance

After deduction of a 250-EUR deductible which remains fully payable by the lessee, the theft insurance covers the full compensation for the stolen equipment, except for the extension cords, under the express condition that a complaint is filed with the competent police department and that the lessor is notified by registered letter, both of the theft and of the report of the filed complaint, within 3 calendar days after the lessee became aware of the theft.

The leasing fees remain fully payable until the day of the theft. If one or more of the contract conditions are fully or in part declared invalid, then those are reduced to their legal validity.

In any case, the remaining conditions retain their full validity.

The agreement is valid for an indefinite period and only ends on the day of pickup following notification of the customer by e-mail. The customer must provide notification a minimum of 1 day in advance for the fixed pickup days per region:

Mondays and Thursdays: East Flanders, West Flanders, Hainaut

Tuesdays and Fridays: Antwerp, Brussels, Limburg, Flemish Brabant, Walloon Brabant

Wednesdays: Namur, Liège, Flemish Brabant, Walloon Brabant

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Personal data can only be transmitted and stored to the extent and for as long as necessary for these purposes. The customer is entitled to exercise the right to erasure, rectification, restriction of processing and to object to processing of this data, as well as to file a complaint with the data protection authority. The customer is responsible for the accuracy of the personal data that he provides and undertakes to comply with the General Data Protection Regulation (GDPR) regarding the people whose personal data he transfers. For more information, please see our Data Protection Policy on the website.