

GENERAL RENTAL CONDITIONS of Doornbos Equipment Ltd

1. DEFINITIONS

In these General Conditions the following terms will have the following meaning:

GC: these General Conditions;

Days: all calendar days;

Machine(s): access equipment, telescopic handlers, fork-lift trucks, refuse collection vehicles, vacupress machines, high-pressure water systems and other machines and/or materials which Doornbos Equipment Ltd rents to a Client pursuant to an Agreement;

Client: any person who enters into an Agreement with Doornbos Equipment Ltd or of a circumstance as referred to under Article 2;

Agreement: every agreement referred to under Article 2.

2. Applicability

The GC apply to all Rental Agreements which are entered into by Doornbos Equipment Ltd, insofar as it acts as lessor in such respect.

3. Rental period and rent prices

- 3.1. The rental agreement is made for periods of days, weeks and/or months, unless otherwise agreed.
- 3.2. If the client does not make use of the Machine, this will be at his risk and this will therefore not affect his payment obligations, unless such is the result of an obstruction of an unreasonably long term, to be determined by Doornbos Equipment Ltd or of a circumstance which can be attributed to Doornbos Equipment Ltd.
- 3.3. Rent prices are the prices exclusive of VAT and additional costs (including transport) of Doornbos Equipment Ltd in accordance with its price lists. Different rates apply for specially equipped Machines, shift work, Saturdays, Sundays and holidays.
- 3.4. The rent price owed by the Client will be calculated as of the day on which the Machine was rented up to and including the termination date, being the day on which the Machine is returned or retrieved pursuant to Article 6.1.
- 3.5. If the rental period for a Machine is terminated earlier than agreed, the price for such shorter period will be owed, without calculation of any price discount for the previously agreed longer rental period.

4. Commencement of Agreement

- 4.1. Delivery will be effected when the Machine is placed at the disposal of the Client at a location clearly specified by the Client. Upon commencement of the Agreement the client and Doornbos Equipment Ltd will agree whether transport of the Machine will be arranged by Doornbos Equipment Ltd or by the Client itself. The costs of transport of the Machine are at the Client's expense.
- 4.2. The Client guarantees proper accessibility of the location referred to in Paragraph 1 of the transport vehicle in question. If the Machine cannot be delivered due to insufficient accessibility of this location. Doornbos Equipment Ltd has the right to charge the Client for such transport and lost rent income.
- 4.3. Doornbos Equipment Ltd will determine the exact places where the Machine may be placed.
- 4.4. Doornbos Equipment Ltd is entitled to deliver a Machine other than that rented by the Client, provided such other Machine is deemed usable for the Client. Doornbos Equipment Ltd is not liable for any damage which ensues from features other than those of such other Machine. The Client will give Doornbos Equipment Ltd the opportunity to exchange the Machine delivered at a later time for the agreed Machine.
- 4.5. The Client will sign the receipt report to be handed over upon delivery for correct and complete delivery and for the condition of the Machine. If delivery takes place in the absence of the Client, a receipt report will be left behind with the Machine. The Client must inspect the Machine on the basis of this report and must immediately give notice of any differences noted to Doornbos Equipment Ltd by telephone. If the Client does not return the signed receipt report before commencement of the work, the Client will automatically have stated to agree with the proper delivery and condition of the Machine and with the contents of the receipt report.

5. Use

- 5.1. As soon as the Machine has been placed at the disposal of the Client, he is fully responsible and liable for the rented Machine and the use thereof is at his expense and risk. The client will take care of the Machine as a good custodian and secure it in an effective manner.
- 5.2. The Client will use the Machine in an expert manner and only in conformity with the purpose for which it was made. If certain risks are connected with the use by the Client, the Client is obligated to inform Doornbos Equipment Ltd hereof in writing upon commencement of the Agreement.
- 5.3. During the rental period, the Client is obligated to comply with all applicable safety regulations and other regulations imposed by the government. The Client indemnifies Doornbos Equipment Ltd against all damage ensuing from non-compliance by the Client with these regulations. The Client must himself take care of permits, driving licenses and the like which are necessary for the use of the Machine. Any costs which are connected therewith are at the Client's expense.
- 5.4. The Client is not permitted:
 - a. To transport the Machine to another location or to use it for other work.
 - b. To effect repairs to the Machine or affix replacement parts and/or implement other changes to the Machine, subject to the explicit prior permissions of Doornbos Equipment Ltd and the provisions of Article 5.5 and 5.6.
 - c. To sublet the Machine, grant a pledge there over, encumber the Machine or make it available to a third party in any other way.
- 5.5. The Client will provide the Machine with fuel, charge batteries where applicable and regularly clean the Machine.
- 5.6. Every day the Client will:
 - a. Inspect the Machine as to its proper working.
 - b. Inspect the level of the lubricant, coolant, anti-freeze, electrolyte, hydraulic oil, brake fluid and any other fluids in conformity with the regulations.
 - c. Inspect the tyres as to good condition and tyre pressure. If necessary the Client will ensure the tyres are at the prescribed pressure.
 - d. Inspect the condition of the various fluid systems of the Machine, such as pipes and joints.
- 5.7. In the event of theft of the Machine or if damage is noted, if there is a risk of damage or any defect to the Machine, the Client is obligated to immediately inform Doornbos Equipment Ltd thereof. In the event of theft the Client is obligated to immediately report such to the police. If Doornbos Equipment Ltd suffers any loss as a result of the non-performance by this duty to give notice, the Client is liable for such loss.
- 5.8. Upon the request of Doornbos Equipment Ltd the Client is obligated to make the Machine available for inspection and/or maintenance other than daily maintenance. The Client gives Doornbos Equipment Ltd advance permission to enter the buildings and sites of the Client or the buildings and sites where the Machine is located.
- 5.9. If an Agreement is made with several Clients, all obligations of the Agreement on the part of the Clients are several.
- 5.10. The Client is obligated to give Doornbos Equipment Ltd the opportunity to affix (illuminated) advertising or other forms of expression to the Machine. The Client is only permitted to affix (illuminated) advertising or other expressions to the Machine during the term of the Agreement after having received the explicit permission of Doornbos Equipment Ltd therefore. Any advertising fees owed in this respect are at the Client's expense.
- 5.11. During the term of the Agreement, any charges levied locally on projections over public land are at the Client's expense.

6. End of Agreement

- 6.1. The Client must give notice of the return of the Machine to Doornbos Equipment Ltd at latest one working day before the end of the Agreement or as much earlier as the Client wishes to return the Machine, unless otherwise agreed. If the Client gives notice of return of the Machine on the day on which the Machine is retrieved or returned, Doornbos Equipment Ltd is entitled to charge an extra day's rent. The Agreement will first terminate at the time when Doornbos Equipment Ltd has retrieved the machine or the Client has returned the Machine to the Doornbos Equipment Ltd site and has handed it over to Doornbos Equipment Ltd.

- 6.2. The Client will provide a clear description of the location where Doornbos Equipment Ltd is to retrieve the Machine and will keep the Machine ready for transport. The Client is obligated to see to proper accessibility to this location for the relevant transport vehicle. If the location is not properly accessible and consequently the Machine cannot be retrieved, Doornbos Equipment Ltd has the right to charge the Client for this ride and the lost rent.
- 6.3. The Client will return the Machine in a clean condition, with a charged battery and/or a full tank of fuel. Upon termination of the Agreement Doornbos Equipment Ltd will inspect the machine and draw up an inspection report of which the Client will receive a copy in the event of deviations with regard to the condition of the Machine upon delivery. If the Client does not perform these obligations or the Machine is not in order for some other reason, the extra costs which Doornbos Equipment Ltd incurs are at the Client's expense.
- 6.4. If it is not possible for Doornbos Equipment Ltd to immediately pick up the Machine, the Client must ensure that the Machine can stay at the pick-up location for a reasonable period of time. Any costs connected herewith are at the Client's expense. The foregoing does not affect the rent price.

7. Obligations of Doornbos Equipment Ltd

- 7.1. Without prejudice to the provisions of Article 10, Doornbos Equipment Ltd guarantees the soundness and good quality of the Machine let by Doornbos Equipment Ltd to the Client. If Doornbos Equipment Ltd has rented the Machine from a third party, this guarantee goes no further than the guarantee obligation of such third party to Doornbos Equipment Ltd and the recovery provided by such third party.
- 7.2. If so desired, Doornbos Equipment Ltd will advise the Client as to the Machine to be rented. Any advice which Doornbos Equipment Ltd gives to the Client will be given and implemented to the best of Doornbos Equipment Ltd's ability and knowledge. Doornbos Equipment Ltd is not liable for the consequences of the advice given.
- 7.3. If the Client informs Doornbos Equipment Ltd of a defect or damage to the Machine, Doornbos Equipment Ltd will immediately deal with the defect or the damage. If repair cannot be executed within 24 hours (Saturdays, Sundays and holidays not included), Doornbos Equipment Ltd will make a replacement Machine, which is equivalent as much as possible, available to the Client. This arrangement does not apply in the event of careless or unskilled use, intent and/or negligence of the Client. Article 3.2 applies.

8. Dissolution

- 8.1. Doornbos Equipment Ltd has the right, without the need for prior notice of default, to dissolve the Agreement by means of written notice to the Client in the event:
 - a. Of improper performance by the Client of his obligations under the Agreement.
 - b. Third parties attach or seize the Machine.
 - c. Circumstances at the Client, which entail a considerable encumbering of the risk of Doornbos Equipment Ltd and/or could impede the normal completion of the Agreement.
- 8.2. In the event of force majeure, Doornbos Equipment Ltd has the right to dissolve the Agreement, in whole or in part, without any judicial intervention, or to suspend performance thereof, without Doornbos Equipment Ltd being obligated to pay any compensation.

9. Payment

Invoicing of the rent price to the Client will be per week or per month, at Doornbos Equipment Ltd's election. All payments which are to be made to Doornbos Equipment Ltd pursuant to these GC, must be effected by transfer to the account number set out in the invoice in the currency of the invoice within 30 days after the invoice date, without any set-off under any heading whatsoever.

10. Liability and Insurance

- 10.1. Doornbos Equipment Ltd is, except insofar as the law imposes a mandatory obligation of compensation on Doornbos Equipment Ltd and subject to those cases in which there has been intent or gross negligence on the part of Doornbos Equipment Ltd, not liable for:
 - a. Damage resulting from delayed delivery and/or the renting of an unsound Machine, or other transactions.
 - b. Damage due to intent, wilful misconduct or negligence of those parties whom Doornbos Equipment Ltd engages in the performance of the Agreement, regardless of who employs them.

- c. Damage caused by the auxiliary and transport used by Doornbos Equipment Ltd. In those cases where Doornbos Equipment Ltd is liable, such liability is limited to the amount for which Doornbos Equipment Ltd should reasonably have been insured on the basis of standards applicable in the industry.
- 10.2. During the period that the machine is in the control of the Client, the Client is liable to Doornbos Equipment Ltd for all damage to the Machine, regardless of whether such damage is compensated by any insurance. Damage also means the Machine going missing, embezzlement, alienation, theft and total loss.
- 10.3. The Client is liable for all damage caused by or by the use of the Machine during the period that the Machine is in the power of the Client, regardless of whether such damage is compensated by any insurance.
- 10.4. For the term of the Agreement the Client indemnifies Doornbos Equipment Ltd against all claims of third parties for compensation in connection with (the use of) the Machine.
- 10.5. During the period that the Machine is in the hands of the Client, the Client is obligated to take out hull insurance on behalf of the Machine, on the basis of the acquisition value of the Machine and comprehensive hull insurance, with Doornbos Equipment Ltd as the co-insured.
- 10.6. At the request of the Client, Doornbos Equipment Ltd will take care of the hull insurance in conformity with the policy conditions which are available for inspection at Doornbos Equipment Ltd; in such case the Client will be invoiced for the premium plus costs by the Client, simultaneously with the rent price.
- 10.7. The insurance under the Motor Insurance Liability Act (*Wet Aansprakelijkheidsverzekering Motorrijtuigen; W.A.M.*) will be taken care of by Doornbos Equipment Ltd. The conditions of this insurance are available for inspection at Doornbos Equipment Ltd. The premium which Doornbos Equipment Ltd is bound to pay for the Machine under the W.A.M. is included in the rent price.
- 10.8. For every incident which is covered by one of the above-mentioned insurances, the Client owes Doornbos Equipment Ltd an amount for excess. The amount of the excess is determined in the insurance overview that is available for inspection at Doornbos Equipment Ltd.
- 10.9. If the Machine is lost or damaged, the insurance benefit must be paid to Doornbos Equipment Ltd. The Client is bound to inform his insurers of this obligation and to inform Doornbos Equipment Ltd of the names and addresses of his insurers. Doornbos Equipment Ltd is entitled to inform said insurers of the fact that any insurance benefits in respect of the Machine owned by Doornbos Equipment Ltd are to be paid to Doornbos Equipment Ltd.

11. Proof

With regard to the monetary scope of the mutual obligations ensuing from the Agreements made with Doornbos Equipment Ltd, subject to any evidence to the contrary, the administrative data of Doornbos Equipment Ltd are decisive.

12. Applicable law

All Agreements or Agreements therefrom of Doornbos Equipment Ltd with the Client and these General Conditions are governed by English law.

13. Competent court

The competent court in S.B. has exclusive jurisdiction to adjudicate disputes ensuing from Agreements made between Doornbos Equipment Ltd and the Client, unless Doornbos Equipment Ltd prefers to bring the matter before the competent court of the Client's place of residence or business.