

## **GENERAL TERMS AND CONDITIONS OF LEASE**

### **1. Acceptance of the General Terms and Conditions of Lease & General Terms and Conditions**

- 1.1 All leases under which the public limited company BECONA NV is the Lessor shall be concluded under the terms and conditions set out below. Additions and variations shall only be accepted if agreed upon expressly and in writing.
- 1.2 BECONA NV's general terms and conditions shall apply cumulatively to all leases under which BECONA NV is the Lessor.

### **2. Commencement & End of Lease and Transport Costs**

- 2.1 Depending on which situation is applicable, the lease shall commence:
  - at the time the Lessee or its authorised representative takes delivery of the leased item(s) at our warehouses; or
  - at the time the leased item(s) is/are handed over to the carrier.

However, in the event the leased item(s) is/are not collected on the agreed date or delivery thereof is/are not taken at all without prior notice/cancellation, the Lessee shall anyway be liable to pay the full rental from that time until the date of formal cancellation. Article 5 shall apply to the remaining duration of the envisaged lease period.

- 2.2 The lease shall terminate:
  - when expressly concluded for a specific period, on the agreed date, without the Lessee being able to rely on tacit extension of the lease.
  - in all other cases, on the date of collection when this is agreed upon, or on the date of return to the warehouses of BECONA NV, on condition this takes place during office hours and BECONA NV issues a written acquittance upon delivery.
- 2.3 The Lessee shall be liable for all transport costs. The Lessee warrants that he/it or his/its authorised representative shall be present to take delivery or return the leased item(s) at the agreed time and place. If this is not the case, BECONA NV shall be entitled to take back the leased item(s) and charge the transport costs to the Lessee.

### **3. Risk**

- 3.1 The Lessee shall bear the sole risk for loss or damage to the leased item(s) for the entire duration of the lease and during the transport thereof to and from the Lessor.
- 3.2 The Lessee and his/its authorised representatives undertake personally to inform BECONA NV within 24 hours of the following facts, in order that BECONA NV may exercise its rights:
  - theft of the leased item(s);

- damage;
  - attachment by order of Court or by creditors;
  - bankruptcy.
- 3.3 BECONA NV shall deliver the leased item(s) in a perfect state of repair. Collection or taking delivery by the Lessee or his/its authorised representative shall serve as an irrevocable acceptance of the condition and quantity of the leased item(s), as proof whereof the Lessee or his/its agent or employee shall sign a consignment note and retain a copy.
- 3.4 The Lessee and his/its authorised representatives undertake personally to return the items in the same condition. If the leased item(s) are returned in a dirty condition, additional cleaning costs will be charged, fixed at EUR 10.00 per m<sup>2</sup> for all leased items or ordinarily at the unit price of EUR 47.00 per hour and kilometres at EUR 0.90 per kilometre, excluding V.A.T. Counting and testing shall also take place when the item(s) are returned to BECONA NV's warehouses.
- 3.5 Notwithstanding their recourse against third parties, the Lessee and his/its authorised representatives shall be liable for all loss, damage, discrepancies and/or reduction in value, etc., in the widest sense of these words. Neither the Lessee nor his/its authorised representatives may invoke the intentional actions or negligence of third parties, unforeseeable circumstances or force majeure against BECONA NV. If damage or loss is established during counting or testing at which the Lessee is not present, BECONA NV shall have a period of one month from the return of the leased item(s) (Saturdays, Sundays and public holidays excluded) to notify the Lessee of its findings with regard to damage, etc..
- 3.6 Compensation for the loss or inability to use the leased item(s) shall always be calculated at replacement value at the prices prevailing at the time of replacement.
- 3.7 The Lessee shall also be liable for the entire duration of the lease for the damage or nuisance that the leased item(s) or the use thereof, even if not incorrect, causes to third parties.

#### **4. Rental, Lease Period, Express Resolutive Stipulations and Payment Terms**

- 4.1 All stated rentals exclude V.A.T.
- 4.2 The minimum lease period is an indivisible period of 4 weeks, unless expressly agreed otherwise in writing. The Lessee shall notify BECONA NV that he/it is returning the leased item(s) at least 1 week before the expiry of the lease period. If prior notice is not given, the lease agreement shall continue, by tacit agreement, under the same conditions and for the same duration as the first lease period.
- 4.3 BECONA NV reserves the right to terminate the agreement by operation of law and without any prior notice of default in the event objective reasons exist that demonstrate the Lessee's solvency and/or liquidity position has been compromised (e.g. in the event of bankruptcy, protested bills, obvious inability to pay, arrears at

BECONA NV or third parties, or if the Lessee obtains a collective debt settlement, etc.). In that case, BECONA NV shall be entitled to immediately repossess the leased item(s), without recourse to the Courts and at the Lessee's expense. The Lessee shall not be entitled under any circumstances to claim compensation.

In that case, the Lessee shall be liable under all circumstances to pay compensation estimated at the fixed amount of 30% of the rental that must be still paid for the remainder of the envisaged lease period, subject to a minimum of EUR 500.00, notwithstanding BECONA NV's right to prove and claim further damage.

- 4.4 Invoicing shall always take place in advance, i.e. immediately upon commencement of the lease for the first period of 4 weeks and then for every new, successive 4 week period.
- 4.5 The payment terms as set out in Article 7 of BECONA NV's general terms and conditions are fully applicable.

## **5. Cancellation**

- 5.1 The Lessee shall be liable in each case of cancellation of the order/instruction to pay fixed compensation equal to 30% of the value of the envisaged rental, subject to a minimum of EUR 500.00, notwithstanding BECONA NV's right to prove and claim further damage.
- 5.2 The Lessee shall further be liable to compensate work already completed at EUR 47.00 per hour and kilometres at EUR 0.90 per km in the event of early termination or inability to complete the instruction due to his/its negligence or error. These rates exclude V.A.T.

## **6. Security Deposit**

If BECONA NV requires a security deposit, this may never be regarded as an advance on the rental and shall only be returned to the Lessee once it has been established that the Lessee has fulfilled all his/its obligations. The Lessee shall never be entitled to interest on the security deposit.

## **7. Guidelines for Use**

- 7.1 The Lessee shall be obliged to safeguard the leased item(s) against overloading and damage.
- 7.2 Only original materials from BECONA NV may be used for the assembly and use of the leased item(s).
- 7.3 The Lessee is obliged to allow all statutory or regulatory inspections to take place, without any intervention by BECONA NV therein.

## **8. Miscellaneous Provisions**

- 8.1 The Lessee may not sublease or lend out the leased item(s) without BECONA NV's prior, written consent.
- 8.2 The Lessee shall immediately inform BECONA NV when repair works become necessary due to normal wear and tear.  
BECONA NV shall then either perform the repairs itself or have them carried out at its expense, without any charge to the Lessee. The Lessee shall however not be entitled to compensation due to any interruption in its use of the leased item(s) and shall further not be entitled to terminate the lease agreement.
- 8.3 In accordance with the provisions of Article 2.3, the Lessee shall be liable for all transport costs. In the event BECONA NV or its appointed carrier comes to collect the leased item(s), the equipment must be ready to go, easy to access, situated on the ground floor and not any further than immediately behind the entrance. The date for collection must be arranged at least 1 week in advance.
- 8.4 The Lessee shall be obliged immediately on receipt of the leased item(s) to check the correct quantity and good condition of the item(s). Complaints must be stated on the consignment note to be retained by BECONA NV, failing which all claims against BECONA NV shall lapse.
- 8.5 BECONA NV shall have adequately complied with its obligation to deliver the agreed quantity of the leased item(s) in the agreed condition if it leaves the leased item(s) at the Lessee's disposal at the place of delivery, even if the Lessee or his/its authorised representative does not take physical receipt thereof.
- 8.6 BECONA NV shall not be liable for damage arising on the side of the Lessee which results from the Lessee's non-compliance, late compliance or incomplete compliance with any of his/its obligations under these terms and conditions of lease, unless such non-compliance, late compliance or incomplete compliance is caused by the intentional actions or gross negligence of BECONA NV, acting by itself or through its company organ representatives.
- 8.7 The Lessee shall be liable for all damage arising on the side of BECONA NV which results from the Lessee's non-compliance, late compliance or incomplete compliance with any of his/its obligations under these terms and conditions of lease, irrespective of the cause of such non-compliance, late-compliance or incomplete compliance. To the extent the damage relates to the leased item(s), the value of the leased item(s) shall be its replacement value.

## **9. Jurisdiction, Applicable Law and Place of Performance of the Obligations**

- 9.1 The courts of the judicial district where BECONA NV's registered office is located shall have sole jurisdiction for all disputes involving BECONA NV. BECONA NV however reserves the right to institute proceedings as claimant before a court that has jurisdiction under national law.

9.2 These courts shall only apply Belgian law.

9.3 All obligations with regard to this agreement, as well as delivery, payment and any indemnification shall always be regarded as fully performed at BECONA NV's registered office.