

General Terms and Conditions Van Vliet Verhuur B.V.

1. Definitions

The following definitions apply in these general terms and conditions:

- 1.1. *General Terms and Conditions*: these general terms and conditions of the Contractor;
- 1.2. *Container(s)*: containers (also CC Containers) and the accessories belonging to the containers, such as CC trays, stands, shelves, steel labels and RFID locks, together with other logistics solutions and accessories;
- 1.3. *CC Container(s)*: a reusable means of transport with wheels, made out of metal and multiplex, which is provided with the Container Centralen logo and markings, and the most recent padlock equipped with RFID, dimensions 1,340 mm by 565 mm by 1,900 mm, including components, such as (but not limited to) shelves and posts, which are also equipped with identification marks;
- 1.4. *Identification Marks*: any mark or device that is attached to the CC Containers based on or in accordance with an Agreement with the Contractor or on the instructions of the Pool Operator who identifies the material as part of the Pool System, including (but not limited to) the most recent padlocks equipped with RFID and metal identification plates. By attaching the Identification Marks to the CC Containers, the CC containers become part of the Pool System;
- 1.5. *Offer*: non-binding proposal, from a relevantly authorised officer of the Contractor to the Client to enter into an Agreement;
- 1.6. *Contract*: acceptance of an Offer by the Client, or any other action of the Client that reflects a desire to enter into an Agreement with the Contractor;
- 1.7. *Client*: any natural or legal person to whom the Contractor has submitted an Offer, or with whom the Contractor has entered into an Agreement or with whom a contract has arisen, or with whom the Contractor wishes to enter into an Agreement and who has made an offer to the Contractor to that end;
- 1.8. *Contractor*: the private limited company Van Vliet Verhuur B.V., its affiliated entities and persons and/or (possible) third parties to be designated by it at a later date or designated third parties;
- 1.9. *Agreement*: any agreement that the Contractor enters into with the Client or any other kind of obligation or obligations that may arise between the Client and the Contractor;
- 1.10. *Force Majeure*: circumstances that prevent the fulfilment of an obligation or that make it unreasonably onerous for the Contractor and that cannot be attributed to Contractor. This explicitly but not exclusively includes (if and insofar as these circumstances make it impossible to fulfil the obligation or render it unreasonably onerous): official measures, exceptional weather conditions, exceptional market conditions, illness/absence of employees whether or not as a result of an epidemic, strikes, disturbances, revolutions and/or wars, an attributable failure in the fulfilment and/or Force Majeure on the part of those persons on whom the Contractor is dependent for the performance of the contract, fire and/or breakdown at the company of the Contractor, a general shortage of required raw materials and other products or services needed to carry out the agreed performance, unforeseeable stagnation at suppliers or other third parties on which the Contractor depends, and general transport problems.
- 1.11. *Parties*: The Client and the Contractor together;
- 1.12. *Pool Operator*: Container Centralen A/S, with its registered office at Sanderumvej 16, DK-5250 Odense SV, Denmark and/or local offices and/or subsidiaries and/or group companies;
- 1.13. *Pool System*: the (exchange) system, as implemented and checked by the Pool Operator, which are identified by the Identification Marks and which are managed by the Pool Operator;
- 1.14. *Repair Quota*: percentage of the maximum numbers of CC Containers (container, shelves and posts) which may be returned for repair/maintenance on the basis of an Agreement and these General Terms and Conditions, all this as published per CC Container component on the website of the Pool Operator and as defined further in article 10;
- 1.15. *Repair Quota Factor*: the factor that is calculated by dividing the number of days of the Agreement on the basis of which CC Containers are hired out by 365 with a maximum of 1;
- 1.16. *Repair Quota Year*: the term of 1 year for which a Repair Volume is determined, commencing on the first day of March and ending on the last day of February, which is only applicable if and in so far as CC Containers are hired out;
- 1.17. *Repair Volume*: the maximum specific quantity of CC Containers that may be returned for repair/maintenance on the basis of an Agreement.

2. Applicability of the General Terms and Conditions

- 2.1. These General Terms and Conditions are applicable to every Offer that the Contractor submits, to all acceptances by the Contractor of an offer made to it and to all Agreements.
- 2.2. These General Terms and Conditions may only be derogated from by written Agreement and in so far as the Contractor is represented by a relevantly authorised officer in accordance with the articles of association of the Contractor. Such a derogation has no binding force on other or later Agreements between the Contractor and the Client.
- 2.3. The applicability of the general terms and conditions of the Client is explicitly rejected in accordance with Section 225(3) of Book 6 of the Dutch Civil Code. If the general terms and conditions of the Contractor and the Client both apply, the General Terms and Conditions of the Contractor shall prevail in the event of any conflicting provisions.
- 2.4. The Client agrees with the applicability of these General Terms and Conditions to later Agreements/legal acts between the Client and the Contractor. The Client

agrees that these General Terms and Conditions shall not, in that case, need to be submitted once again.

- 2.5. The Agreement is entered into under the resolutive condition that these General Terms and Conditions are applicable to the same.
 - 2.6. If one or more provisions of these General Terms and Conditions are invalid or declared void, the remaining provisions of these General Terms and Conditions shall remain in full force and effect.
 - 2.7. The Contractor is entitled to unilaterally amend these General Terms and Conditions. Such an amendment must take place in writing and shall become effective within two calendar weeks after the Contractor has sent the amended version of these General Terms and Conditions to the Client. Despatch must take place by email and/or ordinary post.
- ### 3. Offer
- 3.1. All Offers submitted by the Contractor are subject to contract, unless explicitly agreed otherwise in writing.
 - 3.2. The Contractor cannot be held to abide by an Offer if this Offer contains a clear error that can reasonably be recognised as such by the Client.
 - 3.3. The Offer shall be dated and shall remain valid for 14 days effective from the said date.
 - 3.4. Written Contracts and Requests for an Offer from the Client must be accompanied by a clear description of the goods and/or services to be supplied or hired.
 - 3.5. The Contractor shall assume the correctness of the details provided by the Client and base its Offer on this. Damage resulting from incorrectness or incompleteness of these details are at the expense of the Client.
 - 3.6. If the Contractor accepts a Contract from the Client or the Client accepts an Offer from the Contractor, the Contractor is entitled to revoke the said acceptance within a period of 7 working days.
 - 3.7. Drawings, technical descriptions, designs, calculations, colours, weight estimates, size estimates and quotations, as well as all other documents that were created by the Contractor are without obligation and shall remain property of the Contractor. They cannot be made available or shown to third parties with the intention of obtaining a similar Offer, nor can they be copied or otherwise reproduced. If no Contract is awarded, these materials shall be returned at the Client's expense to the Contractor within 14 days after a request to that effect by the Contractor. Its copyright shall also apply in full, as well as all other rights of intellectual or industrial ownership.
 - 3.8. If the Offer is not accepted, the Contractor is entitled to charge the Client for all reasonable costs incurred in connection with the preparation of the Offer, if it stipulated this prior to the submission of the Offer.
- ### 4. Conclusion and content of Agreements
- 4.1. An Agreement is concluded as soon as the Client accepts an Offer submitted by the Contractor, whether or not in writing, or as soon as a Contract awarded by the Client has been confirmed by the Contractor, whether or not in writing, or as soon as the Contractor has carried out any form of implementing act following on from the Contract and the Client does not challenge that on the same day.
 - 4.2. Agreements, as well as amendments thereto, can only be concluded in writing by a relevantly authorised officer in accordance with the articles of association of the Contractor or otherwise by authorised persons designated by the Contractor. The Contractor is not bound by any Agreements, as well as amendments thereto, with employees of the Contractor, unless these are confirmed in writing by a relevantly authorised officer in accordance with the articles of association of the Contractor or otherwise by an authorised person designated by the Contractor.
 - 4.3. Every Agreement is entered into under the resolutive condition for the Contractor of sufficient availability of goods or Containers and availability of manpower.
- ### 5. Rental period
- 5.1. The rental period is determined in one or more whole days and shall commence on the date as agreed in the Agreement or - if this is earlier in time - on the day that the rented goods or Containers were made available to the Client.
 - 5.2. Unless explicitly agreed otherwise, an agreed period is the minimum rental period. The rental period effectively ends on the day on which the rented goods or Containers have been received completely by the Contractor following a full inspection and in good condition. After the expiry of an agreed end date, the Contractor is entitled to demand that the rented goods or Containers are returned to it within one working day.
 - 5.3. The Client must return the rented goods or Containers to the Contractor on the last day of the agreed end date or, in the absence of that, before 12:00 if the rented goods or Containers shall no longer be hired by the Client on the following day. Should the Client fail to do this, then the Contractor is entitled to charge additional days' rental costs to the Client.
 - 5.4. The rental period may be extended by the Client, both in writing and by telephone, up until the return and only with the express approval of the Contractor.
 - 5.5. In the event of termination of the Agreement, for whatever reason, the Client is held to return all Identification Marks at its own risk and expense. If the Client fails to fulfil its obligation to return the Identification Marks on the termination date, the Client is held to pay the daily rental costs applicable at that time until the Identification Marks are returned or the replacement value is compensated. Furthermore, the Contractor is entitled to claim compensation for all costs related to retrieving the Identification Marks and/or the Containers.
 - 5.6. If and in so far as Identification Marks are missing in the event of return, the compensation for loss or damage shall be calculated on the basis of the price list used by the Pool Operator.
 6. The costs of daily rental, loss or damage shall be calculated in accordance with the price list applicable at that time and shall be immediately due and payable at the time an invoice is issued by the Contractor.
 7. **Delivery, return and risk**

- 7.1. Delivery of goods by the Contractor, or by third parties engaged by it, takes place 'ex works' of the Contractor. For the interpretation of the delivery conditions, reference is made to the latest version of the 'Incoterms 2010' published at the time of concluding the Agreement. The risk for goods transfers from the Contractor to the Client at the time of delivery of the goods.
- 7.2. The stated periods within which the goods must have been delivered shall be determined approximately by the Contractor and can never be considered as a strict deadline, unless the Parties explicitly agree otherwise in writing.
- 7.3. If the period within which the goods shall be delivered by the Contractor is expressed in working days, a working day shall be taken to mean a calendar day, unless this falls on a day of rest or public holiday, weekend day, holiday or other non-individual day off that is generally recognised or recognised at the place of work, or is prescribed by the government or under or pursuant to the collective labour agreement.
- 7.4. If delivery of the goods would need to take place on a day that is not a working day as described in the preceding subsection, the following working day shall apply as the agreed day of delivery.
- 7.5. When determining the delivery period, the Contractor shall assume that it can deliver the goods based on the information provided by the Client and under the conditions upon which the Contractor based its Offer.
- 7.6. If the Contractor cannot deliver the goods within the set period as a result of Force Majeure or a situation for which the Client is responsible, the Contractor is entitled to extend the period within which the goods would be delivered, by such a duration as reasonably arises from that Force Majeure or situation for which the Client is responsible.
- 7.7. In the event of non-delivery or late delivery of goods by the Contractor, the Client is expressly prohibited from terminating the Agreement, suspending its obligations and/or claiming compensation until having given the Contractor a written notice of default, whereby a reasonable period for compliance is offered by the Client to the Contractor.
- 7.8. If the delivery of the goods is delayed due to factors that are at the risk and expense of the Client, the resulting costs and damages for the Contractor must be compensated by the Client.
- 7.9. The Contractor is always entitled to deliver the goods in consignments, whereby each partial delivery can be invoiced by the Contractor as a separate transaction.
- 7.10. The goods are deemed to have been returned to the Contractor and the risk hereof to have transferred to the Contractor at the moment that the Client made the goods available to the Contractor at the agreed time and at a location to be designated by the Contractor, and the Contractor has taken delivery of the goods after a full inspection.
- 8. Prices and rates**
- 8.1. In the absence of an agreed fixed price, prices are charged in accordance with the rates charged by the Contractor at the time of implementation.
- 8.2. All prices and rates charged by the Contractor or agreed between the Contractor and the Client are in euros and exclusive of turnover tax, insurance, import duties, levies, freight costs and delivery costs owned and/or other taxes imposed by the official authorities or otherwise, unless explicitly agreed otherwise in writing.
- 8.3. Only the components specified in the Agreement are included in the prices.
- 8.4. The Contractor can correct obvious calculation and/or clerical errors in its prices and/or rates unilaterally with retroactive effect.
- 8.5. Prices are based on the cost-determining factors at the time of the Offer, including but not limited to the prices that the Pool Operator applies. The Contractor is entitled to unilaterally amend or increase its prices and rates at all times if these cost-determining factors change, even if these changes were foreseeable when concluding the Agreement.
- 8.6. Agreed prices are increased annually in line with the consumer price index of Statistics Netherlands (CBS).
- 8.7. The rental price owed by the Client is calculated from the time as agreed in the Agreement, or – if this is earlier in time – from the day on which the rented goods or Containers are at the disposal of the Client, up to and including the day on which the rented goods or Containers are returned to the Contractor in good condition in accordance with article 5.3.
- 8.8. All days of the year count fully towards the determination of the rental period and therefore towards the calculation of the rental price, unless otherwise agreed.
- 8.9. All amounts mentioned in these General Terms and Conditions are increased annually in line with the consumer price index of Statistics Netherlands (CBS) from the date entering into the Agreement.
- 9. Payments**
- 9.1. Payment shall take place by means of direct debit collection from the bank account number of the Client known to the Contractor, for which the Client issues an irrevocable direct debit mandate to the Contractor immediately upon signing the Agreement.
- 9.2. In other cases, payment must occur in cash or by funds transfer.
- 9.3. The Contractor is entitled to invoice periodically or at the end of the rental period or following delivery of the goods or services. The Contractor may demand (partial) advance payment of the (agreed) price.
- 9.4. Payment must be made in all cases no later than 14 days after the invoice date. The Client shall be in default by operation of law in the event that it does not fully meet its payment obligation within the stated period(s). From that time, the Contractor is entitled to compensation of 2% interest per calendar month or part thereof, in addition to the penalty provided for in Article 9.6, unless the statutory commercial interest is higher, in which case the higher interest rate applies. This interest is owed effective from the date on which the payment should have taken place at the latest.
- 9.5. As additional security for the fulfilment of its payment obligations, the Client must on demand pay a deposit to be determined by the Contractor to a bank account held and specified by the Client, or provide another form of security to the satisfaction of the Contractor.
- 9.6. Whenever an amount owed by the Client under the Agreement is not paid promptly on the due date, or is later reversed, the Client shall forfeit an immediately payable penalty to the Contractor of 1.5% per calendar month of the rental price owed for that amount calculated per calendar month, whereby, for the calculation of the contractual penalty agreed in this case, each month already commenced shall count as a full month. A minimum of €500 (excluding VAT) per month applies.
- 9.7. If the Client is in default or in omission of the (temporary) fulfilment of its (payment) obligations, all reasonable costs to acquire payment without the intervention of the courts shall be at its expense. In any case, the Client shall owe collection charges in the event of a monetary claim. The collection charges shall amount to 15% of the outstanding capital sum, with a minimum of €250 (excluding VAT). If the Client has incurred higher costs that were reasonably necessary, these shall also qualify for reimbursement. Any judicial expenses and costs of execution that are incurred shall also be at the expense of the Client.
- 9.8. The Client is not entitled to a set-off or suspension of any obligation towards the Contractor.
- 9.9. The Contractor is entitled to suspend until further notice all obligations towards the Client in whatever respect, if and as long as the Client fails to comply with any debt payable, by whatever name, to the Contractor.
- 9.10. In the event of cancellation by the Client, the Client shall still be liable to fulfil all obligations under the Agreement, as well as to compensate the resulting damages of the Contractor, including the costs incurred, loss of profits, reservation of production capacity and loss of interest, regardless of the reason for the cancellation or suspension.
- 9.11. In the event of participation with the rented goods or Containers in the Pool System, the Client is explicitly responsible for the fulfilment of the obligations in order to be able to participate in the Pool System, or any other obligation imposed by the Pool Operator. During the Agreement, the right of use of the Containers shall be transferred to the Pool Operator and the Client shall be user of the Pool System for the same quantity of Containers.
- 9.12. Payments effected by the Client always apply firstly to all payable interest and costs, and secondly to payable invoices that have been open the longest, even if the Client specifies that a payment applies to a later invoice.
- 10. Use of the goods or Containers**
- 10.1. The Client shall store and handle the goods or Containers made available to it with due care and is responsible for misuse, incorrect use and/or any damage that is made to the goods or Containers with the exception of normal wear and tear. The Client is responsible for loss, theft or substantial damage and for loss in value, this amounting to the replacement value. The replacement value is, if possible, determined on the basis of guidelines as applied by the Pool Operator.
- 10.2. During the rental period, or as long as the ownership has not been acquired by the Client, the Containers made available may not be altered, replaced, painted, or provided with other identifying marks, symbols or names and/or changed in any other way.
- 10.3. The goods or Containers may only be used with the original accessories and spare parts, such as the shelves and stands and suchlike supplied by the Contractor.
- 10.4. The goods or Containers may only be used for the transport of pot plants, cut flowers and suchlike, and only insofar as that transport forms part of the usual business operations of the Client. The Client is never entitled to use the goods or Containers for the transport, treatment or storage of goods that may contaminate the goods or Containers with a smell, residue, taste or otherwise, as a result of which the goods or Containers could be unusable for the intended use and/or use by third parties.
- 10.5. The Client is obliged, within five calendar days after a written request from the Contractor to that effect, to produce a complete written overview that has been completed truthfully, which shows where - in a particular case - the rented goods or Containers are located, on penalty of an immediately payable penalty not subject to judicial mitigation of €12.50 per Container and €2.50 per Container shelf per day.
- 10.6. Containers, including all accessories provided by the Contractor, may not participate in the Pool System outside the company of the Client, unless the Containers in question are used for loading/unloading at the industrial estate of this contracting partner, and are immediately taken back by the Client afterwards, on penalty of an immediately payable penalty not subject to judicial mitigation of €12.50 per Container and €2.50 per Container shelf per day. If these conditions are not complied with, Containers that are located outside the business premises of the Client may be recalled by the Contractor, without any compensation being owed to the Client.
- 10.7. The Client is only permitted to load a Container with a maximum weight of 375 kilograms per Container, if evenly distributed over the Container shelves used.
- 10.8. The Contractor is authorised and entitled at any time during the rental period to inspect the goods or Containers supplied to the Client, or to have them inspected, for which the Client promises the Contractor full cooperation in advance at the time the Agreement is made, including providing the necessary access to the company or companies where the goods or Containers are located.
- 10.9. The Contractor reserves the right to replace the rented goods or Containers during the rental period.
- 10.10. The Contractor reserves the right to pass on the costs to the Client in the event that the Pool Operator makes alterations to the Containers.
- 10.11. During the rental period, any necessary repairs shall be performed by or on behalf of the Client, with the exception of CC Containers. The Client may only have repairs

- performed by expert personnel following prior written permission from the Contractor, and only original parts may be used.
- 10.12. Steel labels and RFID locks shall remain property of the Pool Operator at all times. In the event of loss or theft of the labels and RFID locks in question, the Client shall owe the Contractor compensation in accordance with the norms/conditions of the Pool Operator.
- 11. Repair Quota CC Containers**
- 11.1. In derogation of article 9.11, all necessary maintenance, repairs and replacements to CC Containers during the term of the Agreement shall be carried out by the Pool Operator in accordance with the Repair Volume.
- 11.2. If the Client wishes to hand over CC Containers for repair to the Contractor or Pool Operator that no longer have or are equipped with the Identification Marks required for that purpose, the Contractor is entitled to refuse these CC Containers for repair/replacement and/or is entitled to charge the Client for the full repair and/or replacement costs.
- 11.3. The Repair Volume shall be calculated by multiplying the Repair Quota by the number of CC Containers that are allocated on the basis of a specific Agreement and subsequently multiplying by the Repair Quota Factor.
- 11.4. The Repair Quota is published on the website of the Pool Operator, is applicable to the CC Containers and applies to all participants in the Pool System. Contrary to the above, the Repair Quota on the CC Container shelves is only applicable if and in so far as RFID CC Containers including CC Container shelves are purchased by the Client from the Contractor, taking into consideration a maximum of 3 CC Container shelves per rented RFID CC Container. If the aforementioned conditions are not fulfilled, article 9.11 shall be fully applicable to the CC Container shelves.
- 11.5. With regard to Agreements for an indefinite period, the unused Repair Volume shall be reset to zero at the end of a Repair Quota Year. Each unused Repair Volume shall expire at the end of the Repair Quota Year and a new Repair Quota, applicable to the following Repair Quota Year or any part thereof that corresponds to the remainder of the Agreement, shall apply.
- 11.6. With regard to fixed-term Agreements, the unused Repair Volume shall be reset to zero at the end of the contract period. As the occasion arises, every unused Repair Volume shall expire.
- 11.7. If and in so far as the Client returns CC Containers to the Contractor for repair and maintenance beyond the Repair Volume, a fee shall be charged to the Client in accordance with the price list of the Pool Operator applicable at that time, which must be paid immediately upon receipt of the invoice.
- 11.8. The Repair Quota that is determined for and applicable to each different component of the CC Container (container, shelves and posts) shall be published on the website of the Pool Operator.
- 11.9. The Client is entitled to transfer its quota volume fully or in part to a third party who participates in the Pool System, provided that the Contractor has agreed to that in advance in writing.
- 11.10. The Contractor, together with the Pool Operator, is entitled to substantially amend the applicable Repair Quota for all components unilaterally. The amendment shall be published on the website of the Pool Operator no later than a month before the end of the Repair Quota Year.
- 12. Accounting**
- 12.1. The Client is under an obligation to keep accounts and records and to keep a record of the quantity of rented goods or Containers on the basis of any Agreement in an accounting system in a sound manner.
- 12.2. The Client is responsible at all times for keeping a list of the rented goods or Containers that have been entrusted to it and/or for logging the quantity of rented goods or Containers in its accounts/administration.
- 12.3. The Client recognises that the Contractor is entitled to inspect the stock of rented goods or Containers at any desired moment and to levy additional fees or to demand compensation on the basis of the applicable prices or rates for missing or extra parts or components if the stock does not correspond to the Agreement. The Client shall cooperate with the monitoring of the fulfilment of the Agreement and these General Terms and Conditions. Additional fees and compensations shall be immediately due and payable at the time of receipt of the invoice by the Client.
- 13. Term and termination of agreements**
- 13.1. Each Agreement is entered into on the basis of daily rental, rental for a period of time or annual rental, as specified in the Agreement.
- 13.2. Agreements that are entered into for an open term may be terminated in writing by each Party with due observance of a notice period of six months. An open-term Agreement cannot be terminated by the Client during the said specific term.
- 13.3. Termination by the Client in accordance with the previous subsection does not entitle the Client to a refund or crediting of payments that were made or must be made on the basis of the Agreement.
- 13.4. The Contractor is entitled to recover the goods or Containers if it believes that this is in the interest of the Pool Operator and upon termination of an Agreement that it and/or the Pool Operator concluded with a third party. The Client shall assist the Contractor in the recovery of the goods or Containers and provide its full cooperation, as well as providing the necessary information to that end.
- 13.5. The Client is held to pay compensation to the Contractor if the rented goods or Containers are not returned (in time) after the Agreement has been terminated. This compensation is equal to the daily rental that is charged from the moment the Agreement is terminated to the moment at which all the goods or Containers made available to the Client under the Agreement are returned. If the goods or Containers made available to the Client under the Agreement cannot be returned to the Contractor entirely and/or in good condition, the Client shall owe the replacement value to the Contractor. The replacement value is, if possible, determined on the basis of guidelines as applied by the Pool Operator.
- 13.6. After termination of the Agreement, the Contractor shall retain full entitlement to compliance with all obligations of the Client arising from the Agreement, including, but not confined to, the right to payment of rent, penalties, compensation of damage to items or loss thereof.
- 13.7. The Contractor is entitled, without further notice of default being required and without being liable to compensate any damage, to suspend the Agreement with immediate effect, or to terminate it in part or in full, if:
- the Client is in default in any way;
 - the Contractor has good reason to fear that the Client shall not fulfil its obligations in full or in a timely fashion;
 - the Client goes into liquidation or a winding-up petition is filed, a (provisional) suspension of payment is granted or applied for, the Client is included in or applies for a (statutory) debt restructuring scheme or offers, or is expected to offer a judicial settlement or an out-of-court settlement;
 - the Client (company) is dissolved or the control changes;
 - the Client (natural person) is placed under guardianship or dies;
 - other changes in circumstances concerning the Client take place that may influence the Agreement in question;
 - when concluding the Agreement, the Contractor asked the Client to provide security for the compliance, and this security is not provided or is insufficient.
- 13.8. If the Agreement is terminated pursuant to the previous subsection or one of the circumstances mentioned in the previous subsection occurs, the claims of the Contractor against the Client shall be immediately due and payable.
- 13.9. If the Agreement is suspended by the Contractor in accordance with the previous subsection, the Client is obliged to pay the agreed rate during the period of suspension.
- 14. Complaints**
- 14.1. Upon delivery of the goods or Containers, the Client is held to check for any defects, damage, missing parts and suchlike and to submit a complaint about these to the Contractor within two calendar days. Any right to do so shall lapse hereafter, and all defects, damage and suchlike shall be deemed to have arisen after delivery and/or during the time of provision, so that the Client is liable for this.
- 14.2. Other defects or complaints must be submitted in writing to the Contractor and supported by reasons no later than two calendar days after they are discovered or reasonably should have been discovered. This provision must be complied with at the risk of forfeiting all rights.
- 14.3. The Client must offer the Contractor sufficient opportunity at all times to repair any defects, at the risk of forfeiting any claim or guarantee.
- 14.4. Complaints about invoices must also be submitted in writing and supported by reasons, and within 14 days after the invoice date. After expiry of that deadline, the Client shall be deemed to have approved the invoice and shall owe the invoice amount concerned.
- 14.5. Submitting a complaint does not release the Client from its obligations, nor does it entitle the Client to suspend its obligations.
- 14.6. The right to complain shall expire, in any case, 6 months after delivery of the goods or Containers.
- 15. Insurance and damage**
- 15.1. The Client is fully responsible and liable for the rented goods or Containers, during the entire rental period, from the time of their delivery to their return to the Contractor.
- 15.2. The Client is held to handle the goods or Containers with due care and diligence.
- 15.3. The Client is held to insure the goods or Containers at their replacement value and to keep them insured with respect to all damage, risk, loss and theft. The Client is held to allow inspection or to submit a copy of the insurance policy should the Contractor so demand, together with the supporting conditions and proof that the premium referred to in the insurance policy was paid on time, in the absence of which the Contractor is entitled to immediately terminate the Agreement.
- 15.4. If the goods or Containers are lost or damaged as a result of damage or risk, then the compensation to be paid by the insurance must be paid out directly to the Contractor or – if permitted – the claim against the insurance company shall hereby be assigned to the Contractor. The Client hereby irrevocably authorises the Contractor to assign or pledge future claims against the insurance company to itself. The Client is held to notify its insurance company or companies about this agreed obligation and authorisation and to, on demand of the Contractor, communicate the names and addresses of its insurance company or companies.
- 15.5. The Client is liable for all damage, including consequential damage, which is a direct or indirect result of failing to comply with any obligation from the Agreement, in full, in a timely fashion or in a proper manner, or with any other contractual or non-contractual obligation towards the Contractor.
- 15.6. The Client is liable for all damages, by whatever name and however caused or arisen, to the rented goods or Containers during the rental period, explicitly including, but not limited to, damages due to damage, loss, misappropriation, theft, disposal or total loss of the rented goods or Containers, as well as the loss of turnover and/or loss of profits due to not (or no longer) being able to hire out the rented goods or Containers. The Client shall be held liable, irrespective of whether the Client is guilty of the damage to the rented goods or Containers.
- 15.7. In the event of loss, misappropriation, disposal, total loss or theft, the Client is held to compensate the replacement value of the rented goods or Containers, whereby the replacement price is determined, if possible, on the basis of guidelines as applied by the Pool Operator. In the event that repair or cleaning is still possible, the Client is held to pay compensation for the repair or cleaning costs that are involved. In addition, the Client shall remain liable for all other damage incurred by the Contractor as a consequence thereof, such as loss of turnover and/or loss of sales, etc. For the collection of these costs, the Contractor is entitled to make use of the direct debit mandate issued.

- 15.8. With regard to the defects identified by the Contractor, no burden of proof shall be vested in the same other than provision of an itemised account that details the costs for cleaning and/or repair. During the period that is necessary for cleaning and/or repair of damage to the rented items, the rental period shall be extended accordingly, on the understanding that the Client is held to pay the daily rental for the period (calculated per day) related to the time that is needed for cleaning and/or repair of damage.
- 15.9. The Contractor reserves the right to submit a complaint to the Client, within a period of 14 calendar days after receiving the rented goods or Containers following restoration/repair, stating that the rented goods were not received in good condition.
- 15.10. Damage, defects or deficiencies to the rented goods or Containers, caused within the period in which the Client is responsible for the rented goods or Containers, must be reported immediately in writing, but no later than 24 hours after discovery, to the Contractor. After discovery of a defect, deficiency or damage to the rented goods or Containers, the Client shall not continue to make use thereof until after written consultation with the Contractor. Should the Client fail to consult the Contractor (in a timely fashion), the damage as a result of continued use shall be at the expense of the Client.
- 15.11. In the case of theft/loss of the rented goods or Containers, the Client is held to report this to the Contractor within 24 hours after discovery and to report the theft/loss to the police. The Client is also held to submit (a copy of) the official report to the Contractor. In this case, the date on which the rented goods or Containers were stolen, as specified in the official report, shall apply as the end date of the rental period.
- 15.12. All costs as a result of overloading and/or incompetent use are at the expense of the Client. Defects that are caused by incompetent use of the rented goods or Containers or use for purposes other than those for which the rented goods or Containers are suited, or through inadequate daily maintenance, overloading or incorrect placement, are at the expense of the Client.
- 15.13. In the event that it has been agreed that the rented goods or Containers shall be picked up at the end of the rental period by the Contractor, the Client shall ensure the goods or Containers are ready for transport after receiving prior notice. Extra costs as a result of failing to comply with this obligation shall be charged to the Client by the Contractor.
- 16. Liability**
- 16.1. The Contractor shall not be liable to compensate any damage caused by the Client except in the case of intent and/or deliberate recklessness of the Contractor.
- 16.2. Any liability of the Contractor is limited in any case to direct damage and a maximum of €100,000. The Contractor shall never be liable for indirect and consequential damage, including lost profit and business interruption loss.
- 16.3. The Client indemnifies the Contractor against all costs and/or damages that the Contractor incurs - including costs for legal assistance - and which can be directly or indirectly connected with the implementation of or a failure to implement the Agreement or these General Terms and Conditions.
- 17. Force Majeure**
- 17.1. The Contractor is entitled to suspend the performance of its obligations for the duration of a Force Majeure situation.
- 17.2. If the Contractor is permanently or temporarily prevented from implementing the Agreement as a result of Force Majeure, the Contractor is entitled to fully or partially terminate the Agreement with immediate effect, without the Contractor being held to pay compensation as a result of that.
- 17.3. Should the Contractor have already partially fulfilled its obligations when the situation of Force Majeure commences, or only be able to fulfil its obligations partially or at other times, it shall be entitled to invoice the Client separately for the part delivered or to be delivered and it shall be entitled to change the agreed delivery times.
- 17.4. The Contractor is also entitled to invoke Force Majeure if the situation that prevents (further) compliance occurs after the Contractor should have fulfilled its obligation.
- 18. Retention of ownership**
- 18.1. The Contractor remains at all times the owner of all goods or Containers hired out to the Client. If a (hire) purchase is agreed with the Client, the Contractor shall retain ownership of all goods or Containers delivered or yet to be delivered in accordance with the Agreement, until the time at which the Client has fulfilled all its obligations, in whatever capacity, towards the Contractor. The obligations of the Client explicitly but not exclusively include the payment of the purchase price of the goods or Containers delivered or yet to be delivered, plus any amounts payable, including amounts payable arising from the Agreement and these General Terms and Conditions.
- 18.2. In the event that the Client fails to fulfil its obligations towards the Contractor, the Contractor is entitled to immediately take back the goods or Containers delivered, without prejudice to the right of the Contractor to full compensation of damages by the Client due to it failing imputably in compliance with the Agreement with the Contractor.
- 18.3. The Client shall in such cases never invoke a right of retention against the Contractor, on penalty of an immediately payable penalty not subject to judicial mitigation of €12.50 per Container and €2.50 per Container shelf per day.
- 18.4. The Client is not permitted to sell, pledge, otherwise encumber or make available to third parties the rented goods or Containers, as well as the goods or Containers falling under the retention of title. This provision has an effect under property law.
- 18.5. If third parties want to seize or otherwise enforce any claims on the rented goods or Containers, as well as the goods or Containers falling under the retention of title, the Client is held to report this within 24 hours to the Contractor and confirm this in writing within the same period of time, on penalty of an immediately payable penalty not subject to judicial mitigation of €12.50 per Container and €2.50 per Container shelf per day, without prejudice to the obligation of the Client to compensate any damages in the widest sense of the word to the Contractor, including the replacement value of the Container and accessories.
- 18.6. The Client is held to adequately insure the rented goods or Containers and/or the other goods or Containers delivered under retention of title, in accordance with article 14, and to keep them insured against fire, theft, misappropriation and damage. The Client shall allow inspection of the insurance policy and the accompanying proofs of premium payment should the Contractor so demand.
- 18.7. If the Contractor wishes to exercise its ownership rights with respect to the rented goods or Containers delivered by it to the Client, the Client shall provisionally be required to cooperate unconditionally and grant irrevocable consent to the Contractor to access all those places where the property of the Contractor is located in order to be able to take them away. All this without prejudice to the right of the Contractor to compensation for damage, loss of profits and interest and the right to terminate the Agreement with the Client by means of a written statement without further notice of default.
- 19. Applicable law and competent court**
- 19.1. Dutch law shall apply to all legal relationships between the Client and the Contractor.
- 19.2. The potential applicability of the Vienna Sales Convention is explicitly excluded.
- 19.3. All disputes with reference to Agreements shall in the first instance be brought to the cognisance of and be decided by the competent court in Amsterdam, unless the Contractor chooses to bring the dispute to the cognisance of the court that is authorised in the city where the Contractor is established or resides.