

**GENERAL CONDITIONS FOR SUPPLY AND RENTAL**  
**of**  
**AllRent ICT Solutions**  
(Part of The Polderland Groep B.V.)

**Article 1: ACCEPTANCE AND COMPLIANCE**

These are the general terms and conditions of De Polderland Groep B.V. and Allrent ICT Solutions (here after referred to as “Lessor”) and are applicable on all quotes, signed rental contracts or agreements between the customer (hereafter referred to as “Lessee”) and the Lessor as well as any conditions, rights or privileges that come forth from afore mentioned contracts.

The Polderland Groep B.V. is a subsidiary company of Dry Hire Europe B.V.. In this capacity, the Polderland Groep B.V. may use the trade-name “Allrent ICT Solutions” to offer its services. Any Terms and Conditions of the Lessee are only applicable to transactions with the Lessor if the Lessor has agreed to this in writing. Commitments and arrangements that differ from the contents of these Terms and Conditions can only be binding if the Lessor has clearly confirmed these in writing.

All time periods or actual times mentioned in this document refer to local Dutch Time.

**Article 2: PROPERTY**

The rented equipment remains, at all times, property of the Lessor. The Lessee will not, in any way, incur changes or alterations to the rented equipment that can in any way interfere with the correct working of the equipment without written permission from the Lessor. The Lessor will not remove any logo’s, trademarks, labels, stickers or serial numbers from any equipment. The Lessor may only use the rented equipment to conduct his business. The Lessor is obliged to maintain the rented equipment and use it only under normal circumstances and within the specific tolerances as suggested by the manufacturer in the operating instructions.

**Article 3: PRICES**

Agreed prices are binding unless affected by external circumstances causing a direct increase in price to be applied (such as but not limited to increase of rights/excise, currency changes, suppliers price change, insurance premiums etc). In this case, new prices will be binding for the Lessee. Agreed prices are exclusive of V.A.T. unless otherwise indicated. Changes to an order that cause extra labour or change, requested by the Lessor will also be subject to a recalculation and possible rise in the agreed price.

**Article 4: PROLONGATION**

We will contact you before the end of the rental period to enquire whether you wish to prolong the rental period. If we are in any way unsuccessful in contacting you, we expect you to contact us at least one week before the end of the rental period to confirm the end of the rental period or to extend the contract.

**Article 5: DEPOSIT**

If applicable, predetermined deposit must be paid prior to the start of the rental period. In case of damage to the- or loss of equipment, any incurred costs will be subtracted from the deposit.

**Article 6: IDENTIFICATION WHEN COLLECTING EQUIPMENT**

When collecting equipment from our office, presentation of a valid Identification document such as a passport or driving license is required. A valid Identity document can also be requested when delivering equipment to an unknown address or venue. The Lessor reserves the right to request valid Identification before handing equipment over to a third party.

**Article 7: PAYMENT**

Unless otherwise indicated in the contract or rental agreement, rental- or purchase invoices are to be paid within 8 days of the invoice date. Complete settlement is only applicable when the entire agreed amount has been paid in full, either by bank payment, payment with confirmation by telephone or full payment in advance of delivery of the order. If a rental contract is prolonged at a later stage, an automatic invoice of continuation will be generated which the same applicable terms as mentioned above. If the Lessee does not pay within the indicated payment period, the Lessor reserves the right to bring into account interest amounting to 1% of the entire owed amount per month (or part thereof) starting on the final day of the payment period.

Any/All judicial fees, administrative fees and/or other costs arising from or due to the involvement of a third-party debt collection organization will be charged to the Lessee in addition to the unpaid balance(s). Debt collection agency administration fees will amount to at least 15% of the total unpaid balance including interest fees with a minimum of €250, - (two hundred and fifty euro).

**Article 8: REPAIRS**

Equipment defects or failures to rented equipment, not caused in any way by the Lessee, within the Benelux will be repaired or solved free of charge. As soon as the Lessor has received the service request, within the service period and reported between 9:00 and 17:00, a case will be opened and Lessor will commence with support via telephone and/or replacement of the item onsite. The rental period will be, where possible, extended, free of charge, with the same period that the equipment was unusable due to the defect or failure.

**Article 9: INSURANCE/DAMAGE/LIABILITY FOR DAMAGE, LOSS AND THEFT/ OBLIGATION TO NOTIFY**

The Lessee is responsible for adequate insurance coverage for the rented equipment. If the equipment is located within the Benelux, the insurance will also cover damage caused by fire and water. Damage through theft or loss is only covered if visible signs of breaking and entering are evident. Lessee is obliged to report the loss to the local police within 24 hours and immediately make available a copy of the stamped and signed report to the Lessor. Damage to- and/or loss of the equipment at trade fairs, exhibition venues or any other publicly accessible areas is not covered. Damage caused by use by the Lessee is not covered. If the rented equipment is damaged or lost while in use by the Lessee or his employees or temporary staff, all incurred costs will be the responsibility of the Lessee. This includes but is not limited to self-mounting, installation, moving, connecting, enclosing and any other imaginable act of labour in the vicinity of, or directly involving the rented equipment. Damage caused during transportation by the Lessee is not covered.

In all aforementioned cases, the Lessee is responsible for an adequate insurance policy which provides total cover for the rented equipment and the Lessee is obliged to ensure a correct and efficient management of any insurance claims and 100% compensation of the incurred damages or loss to the Lessor.

If the Lessee sublets the rented equipment to a third party, the Lessee remains at all times and in case of any/all of the aforementioned examples, responsible for any loss or damage to the equipment. The Lessee remains responsible for an adequate insurance policy which provides total cover for the rented equipment and the Lessee is obliged to ensure a correct and efficient management of any insurance claims and 100% compensation of the incurred damages or loss to the Lessor regardless of any indifferences that may arise between the Lessee and the subletting party.

The Lessee is bound to pay, in all cases of loss or damage, an own-risk amount of €450, - (four hundred and fifty euro) per damage/loss incident. Regardless of what the insurance company of the lessee is willing to compensate, the lessee is obliged to pay full damage at all times.

**Article 10: PACKAGING MATERIAL**

All packaging material such as but not limited to: boxes, crates, bags, flight cases and storage bins, remain property of the Lessor at all times. In the case of damage or loss to packaging material the Lessee will be responsible for all costs incurred through replacement or repair to the packaging material. The Lessor will generate an invoice for the aforementioned costs on return of the equipment and/or packaging materials.

**Article 11: CANCELLATION**

Cancellations made up to 10 days before the delivery date of the contract are free of charge. Cancellations made 9 to 5 days will be charged 25% of the entire rental price, 5 to 3 days, 50% of the entire rental price and 3 to 1 day 100% of the entire rental price mentioned in the signed contract. These costs will amount to a maximum of the summed cost over a period of 8 weeks. Any incurred transport and installation costs will be charged by the Lessor. Special investments that have been made at the request of the customer will always be charged along with any incurred transport or administration charges.

**Article 12: RETURN OF THE EQUIPMENT**

If, during installation or on return of the equipment any damage or defects are found that have not arisen through normal use or have not been caused by normal wear, these damages or defects will be the responsibility of the Lessee. All costs incurred through replacement or repair of the aforementioned damages or defects including but not limited to material costs, labour costs, transport costs, parts replacement, cleansing or revision costs will be invoiced to the Lessee.

In case of missing parts or components, these will be replaced and charged at the then applicable replacement cost. The Lessor is at all times obliged to care for and treat the equipment as though it is his own and to ensure that the equipment is returned on time and damage free to the Lessor.

**Article 13: OBLIGATION OF EXECUTION**

1. Lessor is responsible for- and bound to execute the activities in a professional manner.
2. If the Lessor does not conduct a given assignment in a professional manner, the liability of the Lessor is, in general, limited to the following:
  - Lessor will re-execute the assignment or part thereof in an appropriate and correct manner without additional costs to the Lessee / Purchaser.
  - If it is not possible to correct or re-execute the assignment (for example through lack of time or the end of an event), the Lessor may choose to refund, in whole or partially but within reason, the rental amount. The Lessor reserves the right to decide whether a refund will be in the form of money or a note of credit.
3. Lessor is- and can in no case, be held responsible for:
  - a. Damage of any kind whatsoever resulting from or after the Lessee has in any way through operation of the rented equipment in a way other than that suggested/instructed/explained by the Lessor.
  - b. Damage of any kind whatsoever resulting from incorrect or premature operation of the equipment, by sub-letting to third parties.
  - c. Damage to electric installations, areas/rooms/halls or any other property of the Lessee unless the Lessee can provide evidence that these damages are a direct result of negligence on the part of the Lessor or his representatives.
4. Furthermore, any other responsibility such as consequential damages and loss of revenue between Lessor and Lessee.
5. Lessee indemnifies and holds Lessor harmless for any/all injuries or damage of any kind for repossession and for all consequential and special damages for any claimed breach of warranty.

**Article 14: PREMATURE END OF CONTRACT**

If the Lessee does not pay on time or in full and/or does not full fill any contractual obligation with the Lessor and/or in the case of pending insolvency or suspension of payment and/or any liquidation, suspension, or take-over/merger involving the Lessee's company or if any other significant facts regarding the Lessee's company have been withheld from the Lessor, the Lessor reserves the right to cancel any contractual commitment immediately. In the case of a premature end of contract, the Lessor reserves the right, without any further communication, to collect any rented equipment. The Lessee is obliged at all times to admit the Lessor or a representative of the Lessor to the premises where the equipment is in storage or in use. If the Lessor or a representative of the Lessor is not given access to the equipment, the Lessee will be obliged to immediately pay the unpaid balance of the invoice as well as a directly payable compensation equal to the outstanding amount due under normal conditions of the invoice and contract.

**Article 15: ADDITIONAL PROVISIONS**

In this Clause, "Event of Force Majeure" means an event beyond the control of the Lessor or the Lessee, which prevents the Lessor from complying with any of his obligations under an assignment or Contract, including but not limited to:

1. act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods);
2. war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, or embargo;
3. rebellion, revolution, insurrection, or military or usurped power, or civil war;
4. contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
5. riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of the Supplier or of his Subcontractors; or
6. acts or threats of terrorism.

This also applies to any other circumstance whatsoever, making it reasonably impossible for the Lessor to carry out the assignment in a normal way. The Lessor shall notify the Lessee if and when the services covered under an assignment/contract will be executed, while the Lessee is obliged to immediately notify the Lessor in a case of foreclosure by a non-attributable shortcoming (Force majeure). The Lessor is permitted to deliver the rented goods in parts, or to execute the service(s) in part, unless a partial delivery or partial performance has no independent value. If the goods are delivered in parts, or service(s) is executed in parts, the Lessor is entitled to invoice each part separately.

**Article 16: COMPLAINTS**

All items of equipment are checked regularly and maintained by Lessor and are checked during preparation and before delivery to the Lessee. The Lessee is advised to test all equipment before deploying it in an operational environment. Should the Lessee find any defects or failures to/of the equipment, the Lessee is obliged to notify the Lessor immediately. If the Lessee only reports defects or failure to the Lessor at the end of the rental period, the Lessor is in no way obliged to pay a rent or fee for the incorrect working of the equipment in question. The Lessor is only obliged to supply replacement equipment if spare equipment is available.

**Article 17: SOFTWARE**

If the Lessee requires pre-installed software that is possible under the following conditions:

1. The software is available in trial form.
2. The software is freely downloadable from the vendor's website.
3. The software does not have to be downloaded from third-party 'torrent' or similar websites.

If the Lessee has official, valid licenses, these should be supplied to Allrent unless the Lessee agrees to configure/install/add his own license information.

In case of Software from Microsoft:

Allrent has an SPLA agreement with Microsoft. This means that the desired and installed software may only be used by the Lessee during the contractual period. The Lessee may under no circumstances, rent this equipment to third parties while the software is installed. The Lessor is obliged to mention any abuse or violation of this agreement to Microsoft. The Lessor cannot and will not be held responsible for any or all damages resulting from improper use of this software/license. The Lessee will, at all times, be liable for any and all costs arising from improper use of the software/licenses by the Lessee or any third-party to whom the Lessee has supplied the rented equipment.

The conditions that Microsoft implies for the use of the SPLA licensed software can be found at the bottom of these terms (Article 19) and are binding and without the expense and responsibility of the Lessor.

**Article 18: APPLICABLE LAW AND DISPUTES**

All contracts and agreements signed, made, created in writing or verbally, between both the Lessor and the Lessee as well as one-sided disagreements or objections made by either party fall under jurisdiction of the Dutch law and will, if necessary, be judged in a Dutch court of law by a Dutch Judge.

**Article 19: MICROSOFT SOFTWARE**

This article covers the use of Microsoft Software on rented equipment. The Polderland Groep B.V. and AllRent ICT Solutions (Lessor) maintain this agreement with Microsoft on all fronts and demands the same of its lessees. Any fine that is imposed by Microsoft by abuse of the lessees regarding the following article must be paid by the lessee. Lessee agrees explicitly to this term when renting and/or using equipment with Microsoft Software of lessor.

The following conditions and terms apply to the Lessee and are imposed by Microsoft. The Lessee is bound to abide to these conditions. Any misuse or abuse by a third party, in this case the Lessee, will be reported to Microsoft. Any charges or damages incurred by above mentioned misuse or abuse will be invoiced to the Lessee as well as any extra financial charges such as, but not limited to: interest, fines, administration fees and transport fees.

**8. End User Agreement requirements.**

**Summary:** *Customer must maintain End User Agreements with all End Users. End User Agreements must include restrictions on changing embedded notices and on reverse engineering, disclaimers of warranties, pertinent provisions from the SPUR, protections of Microsoft's intellectual property, and a notice that Microsoft is not responsible for support. Customer will be responsible for unauthorized use where it fails to comply with the requirements of this section. Customer must provide the End User License Terms to End Users using Client Software or Redistribution Software. Customer must remove all Client Software and Redistribution Software Devices from the End User within 30 days of the termination of an End User Agreement.*

- a. **Minimum required terms.** *Customer must maintain End User Agreements with all End Users. Customer must ensure that the End User Agreements are effective and binding in all applicable jurisdictions. End User Agreements must, at a minimum:*
  - i. *prohibit the End User from removing, modifying or obscuring any copyright, trademark or other proprietary rights notices that are contained in or on the Products;*
  - ii. *prohibit the End User from reverse engineering, decompiling, or disassembling the Products, except to the extent that such activity is expressly permitted by applicable law;*
  - iii. *disclaim, to the extent permitted by applicable law, all warranties by Microsoft and any liability by Microsoft or its suppliers for any damages, whether direct, indirect, or consequential, arising from the Software Services;*
  - iv. *state that Customer or a third party on Customer's behalf (and not Microsoft or its suppliers) will provide technical support for the Software Services;*
  - v. *include terms at least as protective of Microsoft's intellectual property rights as contained in this agreement;*
  - vi. *permit the disclosures of End User information required by this agreement; and*
  - vii. *include limitations at least as protective as those stipulated in the subsection entitled "No High Risk Use"*
  
- b. **End User License Terms.** *If Customer distributes Client Software or Redistribution Software, the End User Agreements must include terms that are substantially similar to, but no less restrictive than, the End User License Terms. Customer must ensure that the End User License Terms are effective and binding in all applicable jurisdictions. Microsoft will provide the Customer a form of the End User License Terms, which may be updated from time to time upon at least 30 days notice. Customer is responsible for supplementing the End User License Terms with the applicable terms contained in the SPUR regarding the use, modification, copying and/or distribution of such Products. Customer may,*

*subject to confidentiality restrictions, disclose the SPUR to Customer's Affiliates, End Users and Software Services Resellers to fulfil these obligations.*

*Customer is responsible to Microsoft for any unauthorized installation, use, copying, access of distributions of Client Software and/or Redistribution Software by an End User if Customer fails to comply with the terms of this section.*