

## GENERAL TERMS OF DELIVERY AND LEASE

### of Allrent ICT Solutions

(Trade name of De Polderland Groep B.V.- CCI: 55384773)

#### Article 1: APPLICABILITY

These general terms and conditions apply to all offers made by both De Polderland Groep B.V. and Allrent ICT Solutions (both hereinafter referred to as the lessor), agreements concluded with the lessor and instructions given to the lessor, as well as to all rights and obligations arising from that. De Polderland Groep BV is a subsidiary of Dry Hire Europe B.V. In this capacity, De Polderland Groep B.V. may use the trade name AllRent ICT Solutions to offer its services. Any general terms and conditions of the other party (hereinafter referred to as the "lessee") apply to transactions with the lessor, subject to the lessor's written consent. The lessor will only be bound by agreements and commitments that deviate from the content of these terms and conditions if they have been explicitly confirmed by the lessor in writing.

#### Article 2: OWNERSHIP

The leased equipment remains the property of the lessor. The lessee must refrain from making any modifications that change the nature or operation of the equipment, unless these are made with the lessor's written approval. The lessee must refrain from removing (identifying) marks or serial numbers on goods. The lessee uses the goods as part of its normal business operations. The lessee is obliged to properly maintain the equipment and use it under normal circumstances only, in accordance with the technical specifications and operating instructions.

#### Article 3: PRICES

Agreed prices are binding, unless external circumstances (such as an increase in charges/excise duties or changes in currency parity, pricing of suppliers, insurance premiums, etc.) necessitate a price increase. If that is the case, the price increases applied by the lessor are binding on the buyer/lessee. Agreed prices are exclusive of VAT, unless specified otherwise. Parts and changes requested by the buyer/lessee that prove to be more laborious than normal also provide grounds for a corresponding price increase.

#### Article 4: EXTENSION

Before the end of the lease period, the lessor will try to contact the lessee to find out whether the lessee wants to extend the lease period. The lessee must, in any case, cancel the lease in writing before the end of the lease period, even if the lessor has not been able to contact the lessee. If not terminated in time, the lessor reserves the right to extend the lease period under the conditions and for a term as agreed initially.

#### Article 5: DEPOSIT

A fixed deposit is payable in advance. In the event of damage to or loss of the equipment or means of transport, the associated repair costs will be deducted from the security deposit.

#### Article 6: IDENTIFICATION REQUIREMENT WHEN COLLECTING EQUIPMENT

When collecting the equipment, it is mandatory to produce a valid ID (passport or driving licence).

#### Article 7: PAYMENT

Unless specified otherwise in the contract, lease or sales invoices must be paid in cash on delivery/collection or by bank transfer within 8 days of the invoice date. When paying by bank transfer, the debt can only be cleared by transferring the amount to the bank account number quoted on the invoice, by means of a telephone transfer or by direct debit in advance. If at a subsequent stage the lease contract is extended, the follow-up invoice is generated automatically and subject to the same payment terms. If the lessee does not pay within the agreed period, the lessor has the right to charge the lessee 1% interest per (part of a) month on the entire amount due, counting from the invoice due date. Any extrajudicial collection costs are payable by the lessee. The collection costs amount to at least 15% of the total amount due plus interest, subject to a minimum of € 250 (two hundred and fifty Euros).

#### Article 8: MALFUNCTIONS | REPAIR

Before transferring the equipment to the lessee, the lessor tests whether the equipment functions properly. The lessee acknowledges that the lessor has supplied the lessee with equipment that functions properly. Equipment malfunctions within Europe are remedied through repair or replacement, free of charge and at the lessor's expense, provided that the following cumulative conditions are met:

1. The malfunction has been reported to the lessor within 2 hours after the fault could reasonably have been discovered;
2. The lessee has not made any attempt to repair or rectify the equipment himself;
3. The lessee did not expose the equipment to abnormal circumstances or use it contrary to the instructions issued by the lessor or the user instructions;
4. The lessee has not otherwise caused the malfunction himself.

After receiving a request for service, the lessor will commence providing telephone support within 4 hours and/or proceed to repair or replace on-site, all this within the limits of reasonableness and fairness. The lease period will, insofar as possible, be extended by the period that the equipment was out of service due to the malfunction, free of charge. The lessee must render his reasonable assistance

to reach a solution and, if necessary, make an effort to make the solution possible. Equipment malfunctions, insofar as not caused by the lessee, are remedied free of charge within Europe.

Contrary to the provisions above, sub-lessors (dry hire) are themselves responsible for repairing and remedying malfunctions in the equipment. They are themselves expected to again check the equipment for functioning, correct operation and/or defects, immediately upon receipt.

**Article 9: INSURANCE/DAMAGE/LIABILITY FOR DAMAGE AND LOSS**

The lessee is expected to handle the leased equipment with due care and diligence. Damage to or loss of the equipment or the lessor sustaining damage or loss as a result of theft and/or loss and/or embezzlement and/or misappropriation is only covered (under the lessor's insurance) if the lessee's insurance provides no cover, all this subject to demonstrable signs of forcible entry. The lessee must file a report with the police within 24 hours and immediately make the report available to the lessor.

Damage to and/or loss of the equipment at trade fairs or exhibitions or other public places where the equipment is freely accessible to everyone is not covered. Damage and/or loss due to theft or burglary, or as a result of misappropriation during transport by the lessee to and from the location, is not insured.

Contrary to the provisions above, the following applies to sub-lessors (dry hire): The lessee is liable for all damage that occurs to the equipment during the lease period, for whatever reason. The lessee is therefore deemed to have the lessor's equipment adequately insured against loss, theft, loss or damage resulting from wilful damage, or other damage caused to the equipment, throughout the lease period.

**Article 10: PACKAGING MATERIAL**

The packaging material supplied as part of the lease remains the property of the lessor. If packaging material is missing, the lessor will charge the replacement costs when the equipment is returned.

**Article 11: CANCELLATION**

If the lessee cancels the lease contract before the equipment is made available, the lessee owes the lessor:

- All pre-configuration costs
- An amount equal to 25% of the total lease sum agreed

All this without prejudice to the lessor's right to claim full compensation.

**Article 12: RETURN OF THE EQUIPMENT**

The lessee undertakes to look after the leased equipment with due care and diligence, to ensure that all leased equipment and goods are returned to the lessor in good working order, including all parts and functioning properly. If upon return of the equipment, defects are found which can be attributed to causes other than normal use or normal wear and tear, all costs arising from the necessary repairs and/or cleaning work, as well as replacement costs, including labour and parts at new-for-old value, will be charged separately to the lessee. If upon return of the equipment, parts are missing, the costs of replacing these parts will be charged to the lessee at new-for-old value. If the equipment can no longer be returned or is no longer usable due to damage and the replacement of parts is not an option, the lessee will owe the lessor the new-for-old value (current purchase price) of the equipment, i.e. the same model or its successor or the same series, which in terms of technology and use, corresponds to the lost or damaged series as closely as possible.

**Article 13: OBLIGATIONS OF PERFORMANCE (in the event of an instruction (installation and connection of equipment) to the lessor)**

1. The lessor undertakes and is obliged to carry out the instruction in a professional manner, to the best of his knowledge and ability, according to the prior art and with the help of the available resources.
2. If an instruction given to the lessor has not been carried out in a professional manner, the lessor's liability is generally limited to the following:
  - \* The lessor will carry out the instruction or the relevant part thereof again and correctly, without charging the buyer/lessee any costs.
  - \* If correcting the instruction is no longer possible or is no longer considered useful (for example due to the passage of time), the lessor can decide to credit or refund the relevant invoice amount or a proportional part thereof.
3. The lessor is in any case not liable for:
  - a. damage or loss of any kind that arises on account of or after the buyer/lessee subsequently re-installing the goods in another way or making changes to the installation, after installation was completed by the lessor.
  - b. damage or loss of any kind that arises on account of or after the buyer/lessee has improperly or prematurely taken the goods into service, has delivered them to third parties or has arranged for them to be taken into service or has arranged for them to be delivered to third parties;
  - c. damage to spaces, electricity supply and other materials belonging to the buyer/lessee, unless the buyer/lessee demonstrates that this damage is the result of a careless act on the part of the lessor.
4. In addition, any (further) liability, including consequential damage or loss and loss of profits, is expressly excluded between the parties.
5. In the event that the lessor is held liable by a third party for any damage or loss for which it is not liable under the agreement with the buyer/lessee and/or these general terms and conditions, the buyer/lessee will fully indemnify the lessor and reimburse the lessor for everything it must pay to this third party.

#### **Article 14: INTERIM TERMINATION**

If the lessee does not comply with any obligation (in time), as well as in the event of insolvency and (provisional) suspension of payment or application of the statutory debt restructuring scheme to the lessee, the lessor, without any notice of default or judicial intervention, is entitled to dissolve the agreement in whole or in part, without prejudice to the right to compensation for damage or loss due to non-compliance, with any claim that the lessor has against the lessee becoming immediately due and payable. In the event of dissolution, the lessor is entitled to collect the equipment without further warning. The lessee must at all times provide a person designated by the lessor with access to the property or premises in which the goods are located. If the event of the above provisions materialising, the lessee must immediately pay the lessor any due and unpaid instalments. The lessee will further owe compensation which is immediately due and payable and equal to the lease periods still to fall due in the event of normal continuation of the lease.

#### **Article 15: ADDITIONAL PROVISIONS**

The lease instruction is carried out by the lessor within the agreed time frame, unless the lessor is prevented from ensuring timely compliance due to a non-attributable shortcoming (force majeure). If due to force majeure the lessor is being prevented from leasing out the goods at the agreed time, it has the right to move the execution of this lease instruction to a later date, or to cancel the instruction (and dissolve the agreement) without being liable for damage towards the lessee. Force majeure includes war, imminent war, riot, loss or damage resulting from wilful damage, fire, water damage, flooding, strikes, factory occupation and lock-out, an obstruction in the supply, a disruption in the energy supply, government measures and defects in machines and tools, all this at either the business of the lessor or that of third parties from whom the lessor purchases all or part of the required materials, raw materials or services, as well as any other circumstances whatsoever, as a result of which it is reasonably impossible for the lessor to carry out the execution in a normal manner. The lessor will in any case inform the lessee whether and when the instructions will be carried out, while the lessee will immediately be notified by the lessor in the event of an impediment due to a non-attributable shortcoming (force majeure). The lessor is permitted to deliver the leased equipment in parts or to carry out the instruction in parts, unless a partial delivery or a partial execution has no independent value. If the goods are delivered in parts or if the instruction is carried out in parts, the lessor will be entitled to invoice each part separately.

#### **Article 16: COMPLAINTS**

The leased equipment is regularly checked and maintained by the lessor and checked for reliability before delivery to the lessee. The lessee is advised to test the leased equipment before taking it into service. In the event of equipment malfunction, the lessor must be notified immediately. If no complaint is filed during the lease period regarding the non-functioning or inadequate functioning of the leased equipment, no refund can be demanded in respect of the lease. The lessor is only obliged to make replacement goods available to the extent that these are available.

#### **Article 17: SOFTWARE**

If the customer wants to use pre-installed software, this is possible under the following conditions: The lessor has concluded a SPLA agreement with Microsoft. This means that during the specified period, the desired and installed software may only be used by the lessee. The lessee may under no circumstances sublease this equipment with the installed software to third parties. The lessor is obliged to report any abuse to Microsoft Inc. The lessor rejects all possible damage or loss resulting from the incorrect use of this software. The conditions that Microsoft sets to the availability and use of SPLA software are set out at the bottom of these terms and conditions. These conditions are binding and entirely at the expense and responsibility of the lessee.

The lessee is at all times responsible for installing up-to-date security software and performing software updates in due time. The lessor is never liable for any damage or loss caused by viruses, hacking, malware, ransomware, etc. The lessor furthermore excludes any form of liability for damage or loss that may arise from the use and incorporation of the hardware/software in a network environment of the lessee.

#### **Article 18: APPLICABLE LAW AND DISPUTES**

All agreements entered into with the lessor are at all times governed by Dutch law. All disputes, including those that are only considered as such by one of the parties, are subject to the exclusive judgment of the Dutch court.

#### **Article 19:**

**The following article relates to the use of Microsoft Software on leased equipment. The lessor maintains this agreement with Microsoft under all circumstances and expects its lessees to do the same.**

#### **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 or distributions of Client Software and/or Redistribution Software by an End User if Customer fails to comply with the terms of this section.