

BMWT General Terms and Conditions of Lease

Association of manufacturers and traders of construction machinery, warehouse equipment, road construction machinery and transport equipment B.M.W.T. (BMWT), having its registered office in The Hague.

Article 1 – Definitions and scope of application

1.1 In these general terms and conditions of lease (**Terms and Conditions**) the following terms are defined as stated below:

Payment Obligation: the Lease Price and all financial obligations owed by the Lessee to the Lessor under the Lease Agreement.

End Date: the last day of the term of the Lease Agreement.

Lessee: the counterparty of the Lessor.

Leased Property: the property that the Lessor makes available to the Lessee in exchange for payment of the Lease Price and that the Lessee holds for the Lessor.

Lease Agreement: the agreement concluded between the Lessor and the Lessee, including Terms and Conditions, regarding the lease of a Leased Property.

Lease Price: the consideration that the Lessee owes the Lessor under the Lease Agreement from the lease commencement date, in Euros, plus VAT.

Parties: the Lessor and the Lessee jointly.

Lessor: the BMWT member that makes the Leased Property available to the Lessee.

The definitions can be used in the singular or plural without loss of meaning.

1.2 The Terms and Conditions apply to the Lease Agreement, to all offers from the Lessor to the Lessee, to all Lease Agreements between the Parties, to subsequent and/or additional (lease) agreements between the Parties, to other acts relating to the provision of a Leased Property by the Lessor to the Lessee and any related provision of services by the Lessor to the Lessee, to which agreement(s) the Parties or their legal successors are parties.

1.3 Deviations from and/or additions to the Terms and Conditions / Lease Agreement apply only if agreed between the Parties in writing.

1.4 The applicability of any (general) terms and conditions of the Lessee is expressly rejected. Such terms and conditions are therefore not applicable.

1.5 In the event of any conflict between the provisions of the Lease Agreement and the Terms and Conditions, the provisions of the Lease Agreement will prevail.

- 1.6 If the content of a translated version of the Terms and Conditions differs from and/or conflicts with the Dutch version of the Terms and Conditions, the content of the original Dutch text will prevail.

Article 2 – Offers

- 2.1 Unless stated otherwise in writing, all offers made by the Lessor, in whatever form, are non-binding. An offer is valid for the duration as stated in the offer. If no term is specified, the offer will be valid for a period of fourteen days and will automatically lapse upon expiry of this period (without acceptance of the offer). The Lessor is at all times entitled to withdraw any offer. Such withdrawal must be made in writing. The foregoing also applies if any offer from the Lessor has (already) been accepted by the Lessee. In that case, a withdrawal period of three working days applies; this withdrawal period commences on the first working day after the day on which the Lessor has received the Lessee's acceptance.
- 2.2 Any statements and specifications provided by the Lessor regarding the size, capacity, performance, or results of the Leased Property are provided as an approximation only and are not binding on the Lessor in any way; the Lessee cannot derive any rights from these.

Article 3 – Conclusion of the Lease Agreement

- 3.1 If the Lessee, before the Lease Agreement has been concluded, delivers any performance and/or makes any preparations in the apparent expectation or assumption that a Lease Agreement will be concluded or has been concluded, the Lessee does so at its own expense and risk.
- 3.2 Any or alleged inaccuracies in the Lease Agreement must be communicated by the Lessee to the Lessor in writing, under penalty of forfeiture: a) within two working days of its conclusion or b) if the Parties implement the Lease Agreement within two working days of its conclusion, before it is implemented.
- 3.3 Any additional agreements, undertakings or communications made or provided by employees of the Lessor will not be binding on the Lessor unless they have been confirmed in writing to the Lessee by persons authorised to do so on behalf of the Lessor.

Article 4 – Lease commencement date and lease period

- 4.1 The Lease Agreement will enter into force on the lease commencement date as agreed in writing. If no written date is provided, the lease commencement date will be the date on which the Leased Property is made available to the Lessee.
- 4.2 For the duration of the lease period (including the days on which the Leased Property is delivered to the Lessee and returned to the Lessor, Saturdays, Sundays and legally recognised holidays), the Lessee is obliged to pay the Payment Obligation to the Lessor.

Article 5 – Provision, acceptance of the Leased Property and transfer of risk

- 5.1 Unless expressly agreed otherwise in writing, the Leased Property will be made available by the Lessor to the Lessee at the agreed time and at the address specified by the Lessee.
The Leased Property will be delivered by the Lessor solely at street level.
Any change in the specified address to which the Leased Property is to be delivered

must be communicated to the Lessor in writing no later than five working days before the delivery date. Once the Lessor has confirmed this change of address in writing, the change of address is final. Any additional costs resulting from a change in the address of provision will be payable by the Lessee.

- 5.2** If the Leased Property is made available later due to an attributable shortcoming on the part of the Lessor, the lease commencement date – if applicable – will be considered to be the date on which the Leased Property is made available.
- 5.3** If the agreed time of provision is exceeded, the Lessor will not be in default until the Lessee has set the Lessor a reasonable period for compliance by registered post and the Lessor has allowed this period to expire. When determining this reasonable period, all circumstances must be taken into account, with the reasonable period being at least five working days (calculated from the day after the day on which the written notice is served on the Lessor). Under no circumstances will the Lessor be liable to pay compensation.
- 5.4** If the Lessee does not take delivery of the Leased Property at the agreed time, the Lessee will immediately be in default from that moment onwards, without prejudice to the Lessee's obligation to pay the Payment Obligation, from the lease commencement date (see Article 4.1 of the Terms and Conditions). In that case, the Lessor will be entitled to take back the Leased Property and charge the costs thereof to the Lessee, without prejudice to the other rights of the Lessor.
- 5.5** The Leased Property is deemed to have been made available to the Lessee in good condition and in accordance with the Lease Agreement. The condition of the Leased Property at the time of the lease commencement date is recorded in an inspection list. Upon receipt of the Leased Property, or immediately thereafter, the Lessee must examine the Leased Property for proper condition, defects and completeness. If the Lessee discovers any imperfections, it must report these to the Lessor in writing without delay, but no later than 24 hours after receipt of the Leased Property. In the absence thereof, the Lessee will in no event be entitled to any reduction in the Lease Price, termination of the Lease Agreement or compensation for damage.
- 5.6** The Leased Property is deemed to have been made available to the Lessee at the time of actual transfer of possession or at the time the Leased Property is delivered to the agreed address. From the moment of this transfer of possession or delivery, the Lessee will hold the Leased Property at its own expense and risk.
- 5.7** Insofar as the Lessor has to incur costs for making the Leased Property available to the Lessee, for example transport costs, the Lessee will owe those costs to the Lessor.

Article 6 – Payment Obligation

- 6.1** The Lessee shall pay the Payment Obligation in full to the Lessor at the agreed time and in the agreed manner, either in cash to the Lessor or by transfer into a bank or giro account to be specified by the Lessor. A payment by bank transfer will only be considered to have been made on time if the amount due has been credited to the bank or giro account referred to in the previous sentence no later than the agreed date. This date is regarded as the due date.
- 6.2** If and insofar as the Lessor has not received the Payment Obligation in full by the agreed due date, the Lessee will be in default by operation of law. In that instance, the Lessee will forfeit to the Lessor an immediately due and payable penalty of 1.5% on the unpaid

amount per calendar month, to be calculated from the due date of the Payment Obligation, with part of a month being considered a full month, without prejudice to the Lessor's other rights (to compensation) under the law or the Lease Agreement and without any notice of default being required. Furthermore, in that case, the Lessor will be entitled to suspend its obligations under the Lease Agreement, as well as under any other agreements with the Lessee.

This penalty is always calculated on the total outstanding balance of payment obligations due in that month.

- 6.3** If even after a written reminder from the Lessor the Lessee fails to pay the full amount owed to the Lessor within the additional period set, the Lessor will furthermore be entitled to terminate the Lease Agreement with immediate effect. The provisions of Article 12 of the Terms and Conditions apply in full.
- 6.4** The Lessor may charge the Lessee for all (extrajudicial) costs that it has to incur in or out of court to collect the unpaid Payment Obligation, and the Lessee will owe these costs to the Lessor. The extrajudicial collection costs are determined in advance between the Parties at an amount of at least 15% of the outstanding Payment Obligation, subject to a minimum of €300.00.
- 6.5** A payment by the Lessee will first be credited against costs due, then against interest due and only then against the principal amount, with the first instalment due taking precedence over the last instalment due.
- 6.6** Unless expressly agreed otherwise in writing, the Lessee is not permitted to suspend the Payment Obligation. Nor will the Lessee be permitted to apply any discount, deduction or set-off to a payment against a claim that the Lessee has against the Lessor.
- 6.7** The Lessor must have received the Payment Obligation for the first lease term from the Lessee before the Lessor makes the Leased Property available to the Lessee. This can only be deviated from if the Parties have agreed otherwise in writing.
- 6.8** All prices quoted by the Lessor are exclusive of VAT. The VAT due will be charged separately.
- 6.9 Indexing**
 - 6.9.1** The Lease Price will be indexed annually on 1 January, in the manner agreed between the Parties.
 - 6.9.2** The Lease Price will not be changed if an adjustment to the Lease Price results in a lower Lease Price than the last applicable one.
 - 6.9.3** An indexed Lease Price is due and payable even if no separate notice of said adjustment was given to the Lessee.
 - 6.9.4** If the agreed method of indexation ceases to exist, the Parties will use an indexation methodology that approximates the no longer existing method as closely as possible.
 - 6.9.5** All fixed cost items agreed by the Parties will be indexed annually in accordance with the provisions of this paragraph.

Article 7 – Security

- 7.1** The Lessee must provide security (to be determined by the Lessor) for the benefit of the Lessor immediately on a request from the latter, as a guarantee for the proper performance of its obligations under the Lease Agreement. This security must be paid in full in a manner to be specified by the Lessor, or at least must be provided to the Lessor, before the Lessor makes the Leased Property available to the Lessee.
In the absence thereof, the Lessor is entitled to suspend its obligation to make the Leased Property available, until the security has been provided in full. This suspension does neither affect the lease commencement date nor the Payment Obligation.
- 7.2** If in the opinion of the Lessor the financial position of the Lessee gives reason to do so, the Lessee is obliged, immediately on a request from the Lessor and without delay, to provide additional security (to be determined by the Lessor) to the satisfaction of the Lessor (or to provide adequate security, insofar as the Lessee was not required to provide security at the lease commencement date) for the fulfilment of the Lessee's obligations under the Lease Agreement.
- 7.3** If the Lessor has called upon the security, the Lessee will, immediately on a request from the Lessor, promptly supplement the security. The Lessor is not obliged to call upon the security during the Lease Agreement.
- 7.4** If the Lessee fails to provide sufficient security (or fails to supplement the security) in a timely manner, the Lessor will be entitled to terminate the Lease Agreement with immediate effect (without notice period) and without being liable to pay compensation; termination will not affect the Lessor's claims for compensation and costs.
- 7.5** The security will be returned to the Lessee at the end of the Lease Agreement, after the Lessee has returned the Leased Property to the Lessor, on the understanding that all amounts that the Lessor is entitled to claim from the Lessee under the Lease Agreement will be set off against the security. The Lessor will not pay interest on the security provided.

Article 8 – Use

- 8.1** The Lessee is obliged to use the Leased Property as befits a good Lessee, which means, among other things, that the Lessee shall, at its own expense and risk:
- a. solely uses the Leased Property for the agreed use, or at least (insofar as such use has not been agreed) uses the Leased Property solely for its intended purpose;
 - b. uses the Leased Property in accordance with the directions provided to it by the Lessor by means of instruction(s) or otherwise. The Lessee guarantees that all persons operating or using the Leased Property are competent to do so and have any legally required diplomas, certificates, driving licenses, etc.;
 - c. continuously inspects the Leased Property for proper functioning and, unless agreed otherwise, carries out the necessary daily maintenance in a timely manner to maintain the proper functioning of the Leased Property, all in accordance with the manufacturer's specifications, if available; 'daily maintenance' is taken to mean the work that the Lessor has provided to the Lessee as instructions; if such instructions are lacking, this means the performance of basic tasks necessary for ensuring the proper functioning of the Leased Property (such as: lubricating, bleeding, checking and topping up the oil level, cleaning); see also the provisions of [Article 8.5](#) below.
 - d. takes all reasonable measures to prevent damage to and/or loss and/or theft of the Leased Property;
 - e. will promptly pay all charges, taxes and fines arising from the use of the Leased Property by the Lessee or third parties;

- f. properly insures and keeps insured the Leased Property for the entire period during which it holds the Leased Property;
 - g. returns the Leased Property to the Lessor on the End Date in accordance with the provisions contained in the Terms and Conditions.
- 8.2** The Lessee is not permitted to move or relocate the Leased Property from the location where the Leased Property is intended to be used under the Lease Agreement. Insofar as no location is specified in the Lease Agreement, the delivery address is the location where the Leased Property is to be used. The Lessee is only permitted to use the Leased Property at a location other than the agreed location with the prior written consent of the Lessor.
- 8.3** The Lessee is not permitted to make any changes to the Leased Property without the written consent of the Lessor.
- 8.4** If a permit / exemption / permission (whether or not from the government) is required for the use of the Leased Property, the Lessee will ensure that such permit / exemption / permission is obtained in a timely manner and retained for the duration of the Lease Agreement, unless expressly agreed otherwise. The associated costs will be payable by the Lessee.
- 8.5** Maintenance allocation: with the exception of daily maintenance (see Article 8.1 of the Terms and Conditions), the Lessor will carry out all other maintenance on the Leased Property (which includes repairs, remedying imperfections and inspections). If the Lessor wants to have the Leased Property at its disposal for the performance of any maintenance task, the Lessee must provide full cooperation in this regard immediately upon receipt of a request from the Lessor to that effect. This cooperation means, among other things, that the Lessee will, upon request, provide a suitable and safe workplace (at the site where the Leased Property is located) in accordance with the applicable health, safety and environmental regulations, if necessary also outside the Lessee's usual working hours.
- 8.6** The Lessee is prohibited from making the Leased Property available to third parties for leasing, sublease, use or otherwise without the prior written consent of the Lessor.
- 8.7** The Lessee will bear all costs associated with the (use of the) Leased Property, with the exception of those costs on which the Parties have agreed otherwise in writing.
- 8.8** If the Parties have agreed on advance payments for cost items to be payable by the Lessee (services to be provided by the Lessor or other parties), the Lessor will charge the actual costs to the Lessee no later than at the end of the term of the Lease Agreement (or so much sooner as the Lessor charges those actual costs to the Lessee), less any advance payments already made by the Lessee.
- 8.9** If the Lessor insures the Leased Property, the following applies. If the insurance premium owed by the Lessor for the Leased Property increases due to the manner in which the Lessee uses the Leased Property, the Lessee must reimburse the Lessor for this premium increase.
- 8.10** If the Lessor wishes to inspect the Leased Property, the Lessee must cooperate in such inspection at the Lessor's request.
- 8.11** The Lessee is not permitted to suspend any obligation under the Lease Agreement.

8.12 The Lessee waives any right of retention.

Article 9 – Imperfections

- 9.1** Without prejudice to the provisions of Article 5.5 of the Terms and Conditions, if the Lessee discovers any imperfections in the Leased Property (such as damage, malfunctions, service reports, improper functioning, theft/loss) during the term of the Lease Agreement, it must report these to the Lessor in writing without delay (but in any case within twenty-four hours of discovery). 'Imperfections' include defects in the Leased Property.
- 9.2** Defects that are not reported in writing in a timely manner do not constitute grounds for a reduction in the Lease Price, termination of the Lease Agreement and/or compensation for damage by the Lessor to the Lessee.
- 9.3** Upon discovering of an imperfection in the Leased Property, the following applies:
- a. the Lessee does not continue to use the Leased Property without consulting and obtaining written consent from the Lessor;
 - b. if the Lessee continues to use the Leased Property without prior written consent from the Lessor, it will be at the Lessee's own expense and risk. Any damage or loss suffered by the Lessee/third parties in connection with this continued use will be at the Lessee's expense and risk.
- 9.4** After the Lessee has reported an imperfection in the Leased Property to the Lessor and repair is required with a view to the continued use or preservation of the Leased Property, the Lessor will remedy the imperfection as soon as possible (taking into account the nature of the imperfection, the available manpower and the available materials) through repair. At the request of the Lessor, the Lessee will make the Leased Property to be repaired available to the Lessor at a location to be specified by the Lessor. Under no circumstances will the Lessee allow any (repair) work to be carried out on the Leased Property by a third party without the prior written consent of the Lessor.
- 9.5** The costs of repair and damage or loss suffered by the Lessor in connection with an imperfection will be payable by the Lessee, unless and insofar as the Lessee proves that the imperfection is not attributable to the Lessee.
The imperfection and the associated damage or loss are in any case attributable to the Lessee to the extent that the imperfection arose in the Leased Property: during the period in which the Lessee is in possession of the Leased Property and/or ii) if the Leased Property is used in a way that is contrary to what may be expected from a good Lessee and/or iii) in connection with an act or omission by a third party or third parties for whom the Lessor is not legally responsible.
- 9.6** After the Lessee has notified the Lessor of an imperfection in the Leased Property and the Lessor has confirmed in writing to the Lessee that the imperfection is not attributable to the Lessee, the following applies: if the Lessee, as a result of this imperfection, cannot use the Leased Property at all (after notification) for more than three consecutive working days and no replacement equipment is available, the Lessee will be entitled to a reduction in the Lease Price in the sense that it does not owe any Lease Price for the days on which it cannot use the Leased Property at all from the fourth working day onwards and no replacement equipment is available.
- 9.7** If (i) the Lessor has failed to remedy the imperfection reported by the Lessee and (ii) due to the nature of the imperfection, further use of the Leased Property by the Lessee cannot reasonably be expected of it and (iii) no equivalent Leased Property is available as

replacement, the Parties will be entitled to terminate the Lease Agreement without prejudice to the provisions of [Article 12.4](#) of the Terms and Conditions, insofar as the imperfection is attributable to the Lessee.

Article 10 – Theft / loss

- 10.1** In the event of theft/loss of the Leased Property, the Lessee is obliged to report it to the police and provide a copy of the report to the Lessor.
- 10.2** After reporting the theft/loss of the Leased Property, the Lessor will, as far as reasonably possible, provide the Lessee with a replacement item that is equivalent to the Leased Property.

Article 11 – End of the Lease Agreement

- 11.1** If the Lease Agreement is concluded for a specific period, the Lease Agreement will end on the End Date by operation of law, without notice of termination being required. In other cases, the Lease Agreement may be terminated in writing on a day agreed upon for the Lease Price. In that case, the notice period for the Parties will be at least one month.
- 11.2** At the end of the Lease Agreement (on the End Date), the Lessee will make the Leased Property available to the Lessor again, with due observance of the provisions of this article.
The Lessor will collect the Leased Property from the Lessee; the associated transport costs will be payable by the Lessee (unless the Parties agree otherwise).
Before the End Date, the Parties will agree on when, where and at what time the Lessor will collect the Leased Property, or whether the Lessee will return the Leased Property instead. If the Parties have not agreed anything, the Lessor will collect the Leased Property.
The Lessee will make the Leased Property available to the Lessor no later than on the End Date.
Until the Leased Property has been collected by the Lessor or delivered to the Lessor by the Lessee, in which case the Lessor has signed for the proper receipt thereof, the Lessee remains responsible for the Leased Property.
- 11.3** The Lessor reserves the right to conduct a pre-inspection.
- 11.4** Unless expressly agreed otherwise in writing, the Lessee will return the Leased Property to the Lessor cleaned and, apart from normal wear and tear of the Leased Property, in its original condition (as recorded in the inspection list, see [Article 5.5](#) of the Terms and Conditions, and, in the absence of an inspection list, in good condition), by making the Leased Property available to the Lessor on the End Date.
- 11.5** Any changes made by the Lessee to the Leased Property must be undone at the Lessee's own expense and risk (without this leaving any damage).
Insofar as the Lessee does not undo these changes, the Lessee will be deemed to have waived these, and the Lessor will undo these at the Lessee's expense.
- 11.6** If the Lessee retains the Leased Property after the End Date without the Lessor's permission, the Lessee will be in default from that moment on, without any notice of default or demand from the Lessor being required.
From the End Date until the moment the Lessee has actually made the Leased Property available to the Lessor:

- a. the Lessee will owe the Lessor compensation equal to the daily Lease Price for the Leased Property as applied by the Lessor at that time, for each day that the Lessor is not in possession of the Leased Property (which daily Lease Price will never be lower than the last applicable Lease Price per day), without prejudice to the Lessor's right to compensation from the Lessee for other damage, loss and costs. A part of a day will be considered a full day.
- b. the Lessee will forfeit to the Lessor a penalty amounting to three percent of the purchase price (excluding VAT) applicable on the End Date (with the End Date as price level) for the purchase by the Lessor of an item equivalent to the Leased Property, for each day from the day of default on which the Lessee fails to comply with the obligation to make the Leased Property available at the agreed location and time or at the location and time as designated by the Lessor, to be calculated until the moment the Lessor is in possession of the Leased Property again.

In that case, the Lessor will be entitled, and is hereby expressly authorised by the Lessee, to enter the place where the Leased Property is located in order to take possession of the Leased Property. The costs associated with this taking back will be payable by the Lessee as well.

- 11.7** If after returning the Leased Property to the Lessor it appears that the Leased Property is not in the agreed state of delivery, the Lessee will be liable for any damage, loss and costs incurred by the Lessor as a result.

Article 12 – Termination of the Lease Agreement

- 12.1** Without prejudice to the provisions of the law and elsewhere in the Terms and Conditions, the Lessor is entitled to terminate the Lease Agreement without judicial intervention and without any notice of default being required, with immediate effect, if and from the moment:

- a. the Lessee fails to comply with one or more of its obligations under the Lease Agreement or the Terms and Conditions;
- b. the Lessee does not take delivery of the Leased Property at the agreed time of delivery;
- c. a request has been made with regard to the Lessee for a suspension of payments or for the declaration of bankruptcy;
- d. attachment has been levied on (any part of) the Lessee's assets;
- e. the Lessee's business is (largely) closed down, discontinued or liquidated;
- f. the Lessee (largely) vacates or (apparently) permanently leaves its site or establishment (where the Leased Property is located) without prior written notice;
- g. of any other circumstance arising which could give rise to reasonable doubt on the part of the Lessor as to the proper fulfilment by the Lessee of its obligations under the Lease Agreement;
- h. a circumstance as referred to in Article 16 of the Terms and Conditions occurs.

- 12.2** The Lessor will not be liable for any damage or loss suffered by the Lessee as a result of the termination of the Lease Agreement as referred to in Article 12.1 of the Terms and Conditions.

- 12.3** All costs arising from the termination, as referred to in Article 12.1 of the Terms and Conditions, will be payable by the Lessee. The termination will cause all existing claims of the Lessor against the Lessee to become immediately and fully due and payable.

- 12.4** At the time of termination, the Lessee will owe to the Lessor the full amount of the remaining Payment Obligation under the Lease Agreement (from the time of termination until the End Date), due and payable to the Lessor. Insofar as the Lease Agreement, at

the time of termination, runs for an indefinite period, the Payment Obligation due will be considered equal to the last applicable Payment Obligation of twelve (12) months. This does not affect the Lessor's claims for compensation for damage, loss and other costs.

- 12.5** The provisions of Article 12.1 of the Terms and Conditions will not affect any other (legal) rights that the Lessor is entitled to in the event of a (request for) suspension of payments or bankruptcy of the Lessee. The costs associated with exercising these rights will be payable by the Lessee. The Lessee must immediately notify the Lessor of any attachment levied against the Lessee or of any (application for a) suspension of payments or bankruptcy of the Lessee. The Lessee will at all times ensure that the Leased Property is clearly indicated as the legal property of the Lessor.
- 12.6** If the Lease Agreement ends prematurely (regardless of the reason), the Lessee will reimburse the Lessor for all resulting damage, loss, costs and interest. This includes, but is not limited to: the Lease Price for the remaining lease period from the premature end to the End Date (which remaining Lease Price becomes immediately and fully due and payable at the time the Lease Agreement ends prematurely) and the cost items that the Lessee owes to the Lessor and that continue after this end. This article does not apply if the Lease Agreement ends prematurely solely due to an attributable shortcoming on the part of the Lessor.

Article 13 – Liability

- 13.1** The Lessee is liable to the Lessor for all damage caused to the Leased Property. This does not apply if the Lessee proves that the damage is not attributable to the Lessee (or to the persons for whom the Lessee is responsible).
- 13.2** The total liability of the Lessor for damage, regardless of the grounds, including but not limited to a breach of the Lease Agreement and the Terms and Conditions or any unlawful act by the Lessor (including its employees and management) or by third parties engaged by the Lessor, is limited to compensation for damage as set out in this Article 13.
- 13.3** The following applies to any liability of the Lessor for damage or loss suffered by the Lessee under or in connection with (a) Lease Agreement(s) between the Lessor and the Lessee:
- a. the Lessor is not liable for damage or loss resulting from a defect in the Leased Property. This provision does not apply if the damage or loss is due to intent or deliberate recklessness on the part of the Lessor or the Lessor's management;
 - b. the Lessor's liability for indirect and consequential damage (which includes, but is not limited to: lost profits and lost turnover, missed savings, reduced goodwill, reputational damage, damage or loss due to late delivery and due to business interruption and damage or loss resulting from claims by customers of the Lessee or third parties) is expressly excluded;
 - c. if for any reason whatsoever the provisions of point b do not apply or cannot be invoked, any liability of the Lessor for indirect and consequential damage as referred to in point b of this article will be limited to the (maximum) compensation in accordance with the provisions of points d and e of this article.
 - d. insofar as the Lessor is liable, its total liability per event will at all times be limited: to a maximum amount of €25,000 for direct damage or loss or (if the total Lease Price paid by the Lessee under the Lease Agreement is less than €25,000) up to a maximum amount of direct damage or loss equal to the Lease Price paid by the Lessee to the Lessor for the Leased Property, without prejudice to the provisions of point e of this article.

- e. the liability of the Lessor is in any case limited to the maximum amount paid out under the insurance taken out by the Lessor in this regard.

- 13.4** If an event occurs that causes damage or loss to the Lessee or can reasonably be expected to cause damage or loss for which the Lessor may be liable, the Lessee must notify the Lessor of that event in writing as soon as possible, yet in any case within ten (10) days after the event, without prejudice to the provisions of Article 13.5 of the Terms and Conditions. If the Lessee fails to provide such written notice in a timely manner, its right to compensation for the event will lapse.
- 13.5** A claim for compensation lapses if the Lessee has not validly initiated legal proceedings against the Lessor within twelve (12) months after the Lessee became aware of the damage or loss.
- 13.6** The Lessee indemnifies the Lessor against any fines and/or other sanctions, as well as against third-party claims, including claims by employees of the Lessee, regardless of the grounds (including product liability), relating to the Leased Property leased by the Lessor to the Lessee. This obligation to indemnify will lapse if the Lessee proves that there is no connection between the facts underlying the fine, sanction and/or third-party claim and any action of the Lessee or otherwise undertaken at the Lessee's risk.
- 13.7** If the Lessee holds the Lessor liable for compensation for damage caused by a claim taken over or obtained from a third party, including an employee of the Lessee, in the course of which the Leased Property is in any way directly or indirectly involved, the Lessor may also invoke the above provisions against the Lessee.
- 13.8** Any claim for compensation against employees or management of the Lessor or the Lessor's group companies, suppliers and other third parties engaged by the Lessor in connection with or under the Lease Agreement or the Terms and Conditions is expressly excluded. In this regard, the aforesaid (legal) persons may rely on this irrevocable third-party clause stipulated on their behalf.

Article 14 – Joint and several liability

- 14.1** If the Lessee and/or its legal successor consists of more than one (legal) person, each of these (legal) persons will be jointly and severally liable to the Lessor for the obligations arising from the Lease Agreement.

Article 15 – Transfer of rights and obligations

- 15.1** The Lessee may only transfer any rights or obligations under the Lease Agreement to a third party, or have these taken over by a third party, with the prior written consent of the Lessor. The Lessor may attach conditions to such consent.
- 15.2** The Lessor has the right to transfer ownership of the Leased Property, as well as the rights and obligations under the Lease Agreement concluded with the Lessee, to a third party. The Lessee hereby expressly agrees in advance that the rights and obligations under the Lease Agreement and the Terms and Conditions, as well as the ownership of the Leased Property, will be transferred to a third party.
- 15.3** In the event of the death of the Lessee, the Lease Agreement will automatically end one month after said death. In that case, all provisions relating to the end of the Lease Agreement apply.

15.4 The Lessee is obliged to notify the Lessor in writing of each intended relevant change in its organisation. This notice must reach the Lessor in sufficient time to enable the Lessor to take the measures it deems appropriate.

Article 16 – Force majeure and other special situations

16.1 If during the performance of the Lease Agreement it appears that it cannot be performed (in whole or in part) any longer due to circumstances that are not known to the Lessor, the Lessor will have the right to demand that the Lease Agreement be amended in such a way that performance is possible.

16.2 The Lessor is entitled to invoke force majeure within the meaning of Section 75 of Book 6 of the Dutch Civil Code if the performance of the Lease Agreement is prevented or impeded in whole or in part, temporarily or otherwise, by circumstances reasonably beyond its control, including strikes, factory occupations, selective strikes and/or instances of work-to-rule and lockouts, production interruptions, disruptions in the supply of energy, electricity or water, import, export, production bans and other government measures, trade restrictions, embargoes and sanctions, transport restrictions, failure of (sub)suppliers and auxiliary persons (such as subcontractors and transporters) insofar as the Lessor is not at fault in relation to those circumstances, illness of personnel, business disruptions; (civil) war, threat of war, hostilities, invasion, military mobilisation, uprisings, coups d'état, (acts of) terrorism, sabotage or piracy, pandemics/epidemics, illness of personnel, natural disasters or extreme natural phenomena, seizure of works or goods, explosions, fire, shortages of raw materials and failure of telecommunications or information systems.

16.3 If a force majeure situation occurs on the part of the Lessor, the Lessor will notify the Lessee thereof as soon as possible. Unless there is no doubt that the force majeure situation will last for thirty (30) working days or longer, any obligations, the fulfilment of which is prevented by force majeure or becomes particularly difficult for the Lessor, will be suspended, without this giving any rise to compensation. As soon as it becomes clear that the force majeure situation will last longer than thirty (30) working days, or as soon as the force majeure situation has lasted longer than thirty (30) working days, or if the term of the Lease Agreement is shorter than thirty (30) working days and the period of the force majeure situation exceeds the term of the Lease Agreement, either Party will be entitled to terminate the Lease Agreement in whole or in part, without judicial intervention, by means of a written notice addressed to the other Party, without this giving any rise to compensation.

16.4 In the circumstances referred to in this Article 16, the Lessor will not be liable for any damage or loss suffered by the Lessee, and the Lessee will not be entitled to any compensation for damage, loss, costs or interest from the Lessor on that basis.

Article 17 – Attachment: third-party claims

17.1 The Leased Property at all times remains the property of the Lessor, regardless of the duration of the Lease Agreement.

17.2 Any disposal, pledging or other encumbrance of the Leased Property is prohibited without the express written consent of the Lessor.

17.3 If the Leased Property is attached (or is threatened to be attached), or if third parties assert claims with respect to the Leased Property, the Lessee will be obliged to notify the Lessor thereof in writing without delay. The Lessee must furthermore act in

accordance with any instructions given by the Lessor at that time.

- 17.4** If attachment is levied against the Lessor on a Leased Property belonging to the Lessor and this results in costs for the Lessor, the Lessee will be obliged to indemnify the Lessor for all costs arising from the attachment.

Article 18 – Applicable law, competent court, choice of domicile

- 18.1** The legal relationship(s) between the Lessor and the Lessee, including the Lease Agreement and the Terms and Conditions, including jurisdiction clause, are governed exclusively by Dutch law.

- 18.2** All disputes between the Lessor and the Lessee arising from or in connection with the legal relationship(s) between the Lessor and the Lessee, including the Lease Agreement and the Terms and Conditions, as well as disputes concerning their existence and the validity thereof, will be settled exclusively by the competent court in Amsterdam, the Netherlands.

18.3 Choice of domicile

- 18.3.1** As from the lease commencement date as referred to in Article 4.1 of the Terms and Conditions, all communications (such as correspondence, writs and initiating documents) from the Lessor to the Lessee in connection with the performance of the Lease Agreement will be addressed to the Lessee's visiting address listed in the Commercial Register of the Chamber of Commerce.

- 18.3.2** If the Lessee changes its visiting address, the Lessee will be obliged to notify the Lessor thereof in writing immediately, with statement of a new place of domicile. If the Lessee fails to provide this notification, the Lessee's former visiting address will be deemed to be the Lessee's domicile.

Article 19 - Anti-bribery and anti-money laundering

- 19.1** The Lessee and its group companies and their respective owners, officers, directors, managers and employees and any third party acting on their behalf must at all times comply with all applicable laws and regulations relating to anti-bribery, anti-corruption and anti-money laundering practices and, to the extent applicable, the internal guidelines established by the Lessor and communicated to the Lessee from time to time.

- 19.2** The Lessee must ensure that all relevant employees and persons are at all times informed of, have taken note of, and agree to the laws and regulations and to the internal guidelines as described in Article 19.1 of the Terms and Conditions.

- 19.3** The Lessee will indemnify the Lessor against any and all losses, damage, liabilities, shortcomings, claims, actions, judgments, settlements, interest, fines or costs of any nature whatsoever, including but not limited to the costs of storage, return, export or destruction of products, reasonable lawyers' fees, and accounting costs, incurred as a result of any breach by the Lessee of any of the provisions of this Article 19.

Article 20 – Final provisions

- 20.1** If any part of the Lease Agreement or the Conditions is null and void or voidable, this will not affect the validity of the remainder of the Lease Agreement and the Terms and Conditions. In accordance with the provisions of Section 42 of Book 3 of the Dutch Civil

Code, what the Parties would have agreed if they had been aware of the nullity or voidability will then apply instead of the voided or void part.

20.2 Titles of articles are for clarification purposes only. No rights can be derived from the titles of articles.