

**GENERAL PROVISIONS between the company ALGECO BELGIUM nv, the lessor, and the CUSTOMER, the lessee:**

These general terms and conditions, which together with the special terms and conditions constitute a whole, apply to all leases and accompanying service agreements. None of the provisions in the correspondence received by the lessee can deviate from this, barring explicit and exact provisions to the contrary in the quotes or acceptances of the lessor or in the special administrative provisions applicable in the context of special specifications or in accordance with the rules for public contracts.

**1. ADMINISTRATIVE PERMITS - BUILDING PERMITS**

Prior to delivery the lessee is deemed to have fulfilled all administrative formalities required for the installation of the material on his site, and ALGECO rejects any liability in case of problems or delays in obtaining the administrative permits and documents. Consequently the lessee undertakes to submit proof of the required permits prior to delivery and Algeco must be notified of all problems experienced in obtaining the permits. If it does not do so, Algeco has the right to delay the delivery or the performance of the activities at the lessee's expense.

**2. ACCESSIBILITY - SAFETY OF THE PLACE OF DELIVERY**

Prior to every delivery and intervention the lessee must notify ALGECO of the health and safety regulations applicable at the place of delivery for external companies (health and safety plan, security protocol, instructions).

Moreover, the lessee needs to check in advance whether the site is freely accessible for the lessor's vehicles and whether the necessary loading and unloading manoeuvres are possible to avoid any disruption that could slow down, obstruct or jeopardise the delivery or collection of the material regardless of the weather conditions. If due to a lack of information or not reporting problems, additional transports, crane activities, loading or unloading manoeuvres or other activities are required, they are payable by the lessee.

**3. TRANSPORT - DELIVERY - COLLECTION**

The calculation of the prices for the transport, the delivery and the collection is based on the following basic principles: a lorry with open load platform and an axle load of at least 12 tonnes should not have any problem driving onto the site such as e.g.:

- a low passage (minimum height 4.20 m);
- narrow entrance or traffic lanes (minimum width 3.50 m);
- fences;
- parked vehicles obstructing access or the installation;
- insufficient bearing capacity of the underground for the vehicle to drive on and to load and unload.

Resurfacing and protective works to the underground, necessary for the passage of the lorry and for loading and unloading, as well as repairs of damage made to the existing underground by the lorry, are payable by the lessee. If direct placement of the material by the lorry on the support or foundation points is not possible, a crane must be provided for loading and unloading the material. These costs are not included. The same applies for the collection. The same conditions apply to the crane in connection with access to the site, as for the lorry. Transport for the collection is invoiced at the applicable price on the date of the collection.

If it is apparent that the actual situation is different, Algeco has the right to change the prices accordingly.

**Exceptional transport (material wider than 2.55 m)**

Exceptional transport is bound to specific laws and regulations concerning driving and rest periods.

Moreover, the obligatory routes need to be taken into account - different in every region -, as laid down in the Belgian Royal decree concerning road traffic of exceptional vehicles and its annexes (see the applicable Belgian Royal Decree at the time of the transport).

Requesting the necessary permits for the transport or for the unloading and loading activities, as well as for the signage (parking prohibition, closing of the street, etc.) is at the lessee's risk and cost.

If there is a request to collect the material in different phases, whereas this was not specified in the original quote, the prices are increased proportionally.

The lessee or his representative need to be present at the delivery or collection of the material to jointly check the condition of the material. If the lessee cannot attend, the material is deemed to have been delivered in a good condition.

**4. UNDERGROUND FOR THE PLACEMENT**

The lessee is responsible for making sure the modular constructions are placed on built up land that is in a good condition, free of obstacles and equipped with the necessary drainage facilities. The stability of the underground must have satisfactory bearing capacity to place modular constructions.

If the lessee places the support or foundation points on which the material is installed, these works must be finalised before the delivery date. A tolerance of maximum 1 cm applies in terms of flatness. The placing of the support or foundation points, including the calculation of the design and the inspection thereof is fully payable by the lessee in this case.

The lessee undertakes not to cement the modular constructions and not to affect the mobile nature in any way whatsoever. If the constructions were to be cemented or otherwise anchored, the lessor has the right, on pain of a penalty and at the lessee's expense to judicially demand restoration of these constructions in their original mobile state. The lessee undertakes to respect the lessor's remarks regarding the installation or provided during an inspection of the material.

## **5. CONNECTION TO VARIOUS UTILITIES**

### **Water supply**

In the locations specified by the lessor, the lessee shall provide water supply connections with a maximum allowed pressure of 3.5 bar for the sanitary devices. If the pressure is higher, a pressure regulator needs to be installed at the lessee's cost.

### **Water drainage**

The connections for the drainage of waste waters are to be carried out by the lessee. On request Algeco can also carry out these works subject to invoicing to the lessee.

### **Electricity**

The standard electrical installations of the modular constructions are provided on the outer wall of the modules and are in accordance with the applicable standard and regulations. The modular constructions can be equipped with an electrical installation that meets the needs explicitly notified by the lessee: voltage and power to be delivered, etc. Depending on the lessee's specified specifications, extra works can be executed and invoiced. The lessee is obliged to ground the installation and to connect it to the electricity grid in accordance with the applicable standard and regulations.

### **Certifications**

All certifications of the connections to various utilities by a competent authority as well as the possible obligatory periodic checks are for the lessee's account and responsibility.

On request Algeco can also carry out these works subject to invoicing to the lessee.

## **6. EQUIPMENT - SAFETY INSTALLATIONS**

Depending on the use of the leased material, the administrative and competent authorities can require special facilities: fire extinguishers, safety and/or emergency lighting, water supply points, panic locks, barriers, or specific equipment not included in this list. In this case this performance is subject to an additional invoice.

## **7. USE - MAINTENANCE**

The lessee may only use the leased material for the purposes it is intended for. He is deemed to know about the legal regulations, as well as the hygiene and health and safety regulations relating to its use and occupation. He is therefore solely responsible for the consequences of the non-observance of the aforementioned legal obligations. He is responsible for the good condition of the material. He must treat it with due care and is responsible for inspecting the material for as long as it is in his possession - even on expiry of the lease term - up to the moment of collection by the lessor.

He must, in particular, take all measures to protect the material against fire, water damage, frost, theft and other risks. If the purpose of the material is changed or the material is moved without the lessor's co-operation, the lessee must take all measures to guarantee the safety of the material and of the users at the new location or in the context of the new purpose (see article 9). Relating to the normal use of the material and the accompanying equipment the lessee must in particular:

- respect the notified regulations and/or which have been attached to the inside of the material;
- be responsible for periodic inspections of the electrical installations and safety installations (fire extinguisher, emergency lights,...);
- supervise the proper maintenance of the drainpipes and roofs through regular inspections (e.g. remove dry leaves, pine needles, etc.);
- make sure no material or equipment is put on the roofs and prevent snow accumulating on the roofs.

The lessee shall not make any changes to the structure of the material nor to the interior and the accessories, except with the lessor's explicit permission.

The lessee undertakes to be responsible for the costs of the maintenance, the repairs, the renewal and the replacement of the leased material as well as the interior and the accessories. The lessor carries out these works, either during the lease period if it may not be interrupted, or after collecting the material. The lessee is and remains liable to the amount of the value of the leased material and must notify the lessor of all determined defects relating to the material. The lessor is entitled to carry out all inspections he deems necessary.

## **8. RECEIPT OF THE MATERIAL AND EQUIPMENT**

The material is deemed to have been delivered from the date of availability agreed before the delivery, and at the latest from when the delivery bill was drawn up. All the material the lessee takes receipt of is deemed to have been accepted, be complete and in good condition. Possible complaints regarding the condition of the material must be notified in writing within 24 h after delivery.

## **9. MANIPULATION - TRANSPORT (MOVING)**

As soon as the material has been made available, the lessee shall bear the cost of the manipulation and the transport of the material by the lessor, who is considered to be working under orders and for the lessee's account. If not the lessee is working at his own risk. Under no circumstance can the lessor be held liable for delays in the delivery. The lessee shall not move the material or transfer it to another location without the lessor's written consent.

## **10. COLLECTION - DISCHARGE - CLEANING**

The lessee must respect the period of notice referred to in the special terms and conditions.

The material must be completely accessible on collection. All objects or furniture not belonging to the lessor must be removed and all external connections must be disconnected. The material is deemed to have been taken over in the condition it was found by the lessor or one of his representatives. When the material is collected or changes lessee, an on-the-spot concise description is drawn up of the material, subject to a more thorough inspection at the lessor's workplaces which the lessee, if he wants, may attend to give this inspection a jointly checked character.

Unless otherwise agreed, the lessee shall owe the cleaning expenses of the modules. If applicable a detailed cost estimate is also drawn up for any repair, renewal and/or replacement of damaged and/or missing equipment and furniture which the lessee needs to pay. If the lessee does not dispute this cost estimate on receipt in writing, the repair costs are invoiced in accordance with the applicable price and the missing equipment or furniture based on their replacement value. The lessee's absence or his refusal to accept the cost estimate, under no circumstance discharges him from the obligations arising from article 7.

Nor is the lessee discharged from his responsibility when the lessor removed or collected the material of his own accord.

If the material is not available or accessible on the date for collection specified by the lessee, the costs of the futile transport and the related expenses are payable by the lessee and the period of notice for the collection is extended accordingly.

## **11. SUBCONTRACTING**

Algeco reserves the right to work with subcontractors. In this case Algeco can only be liable to the extent the subcontractor is liable vis-à-vis Algeco.

## **12. METHOD OF PAYMENT**

Invoices are edited in advance and are deemed to have been accepted if they have not been disputed within 8 days upon receipt by registered letter with confirmation of receipt. They need to be paid by automatic transfer within 30 days after the issue date in the currency laid down in the agreement.

However, in joint consultation with the lessee and without deviating from this obligation, the lessor is able to collect the owed amounts on another date and using another payment method. A unilateral deviation of the method of payment by the lessee shall not result in a substitution of one debt for another.

Non-observance of the terms and conditions of payment - even relating to one invoice - shall be considered a default, resulting in the lessor's claim becoming due immediately and payable without prior notice of default. It shall result in the termination of the agreement by operation of law and discharges the lessor from his contractual obligations. In the event an invoice is disputed by registered letter with confirmation of receipt, the lessee must pay the undisputed part of the claim on the agreed due date.

In case of late payment or non-payment, delayed interest is charged based on the interest rate specified in article 5 of the Act of 2 August 2002 on arrears in payment in commercial transactions, whereby the parties agree to extend the area of application of the aforementioned article to transactions relating to people who do not have the status of trader. This delayed interest is charged from the day after the due date of the invoice. By way of penalty clause, 12% of the recoverable amounts shall be owed with a minimum of € 250.

## **13. PAYMENT GUARANTEES - SECURITY - RESERVATION OF TITLE**

Prior to delivery or during the term of the agreement the lessor reserves the right to demand security or any other payment guarantee (advance payment, bank guarantee, payment order, direct payment, etc.). The security is a cash guarantee which is reimbursed following collection of all contractually owed amounts. In case of default of payment, bankruptcy, liquidation, judicial reorganisation, extension of payment or any related equivalent measure of the lessee this security is charged in proportion to the amount of the lessor's claim. The other guarantees will be activated. In the case of sold furniture or equipment or when the lessee wants to use the offered possibility to acquire the material, the lessor remains the owner of the aforementioned goods until full payment of the amounts owed for the purchase.

## **14. LEASE TERM**

### **a) Normal lease agreement:**

The term specified in the special terms and conditions constitutes an essential element of the lease agreement. On termination of the agreed period the material needs to be returned.

The lease term commences on the date when the lessee takes receipt of the material. It ends on expiry of the period of notice or an agreed later collection date. The lessee must confirm the termination of the agreement in writing within the minimum term specified in the special terms and conditions. If the material is not returned as specified above, (i) the agreement shall continue under the same terms and conditions for an indefinite period, save that the lessee shall be considered to be renting the material on a rolling month to month basis and after that time and at such frequency as the lessor determines, the lessor may in its absolute discretion adjust the lease prices to its then prevailing rates for hires on a month to month basis, and (ii) each of the parties shall have the right to terminate it at any moment with due observance of the same formal requirements and period of notice. In case of an early return before expiry of the term specified in the special terms and conditions, article 21 (a) is applicable.

### **b) Long-term agreement with purchase option:**

The term specified in the special terms and conditions is irrevocably fixed. The lease term commences on the date specified in the special terms and conditions and ends on termination of the agreement. Within 60 days before the end of the agreement, the lessee must notify his intention to purchase in writing in accordance with the provisions of article 17.

If this information is lacking, the agreement shall continue under the same terms and conditions for an indefinite period, whereby each of the parties is entitled to terminate it at any moment with due observance of the same formal requirements and period of notice as for the normal lease agreement. In case of an early return during the term of the agreement article 21 (a) applies.

## **15. INDEFEASIBILITY**

All the lessor's modular constructions are identified with a sign or brand marking. The rights of ownership in the context of this lease agreement have been laid down by the laws and customs based on which it is impossible to acquire or own a property, lien, pledge, retention right or privilege relating to the leased material. The lessee undertakes to book the material as leased material in his accounts and to present it as such on all occasions. The lessee must refrain from all transactions, regardless of whether it concerns a sale, security deposit, pledge, transport or loan, for which the material could come into consideration.

## **16. SUBLETTING**

Every transfer of the consequences of this agreement is formally excluded, barring the lessor's explicit prior and written consent. In this last case the initial lessee shall remain jointly and severally liable for the material with the transferee vis-à-vis the lessor and the amounts owed at the end of the agreement must be paid in full.

## **17. Damage Waiver Program**

This clause 17 will only apply to the extent that the lessee has paid the damage waiver fee, exclusive of VAT (the "Damage Waiver Fee", as defined in the relevant lease contract).

The lessee's timely payment of the Damage Waiver Fee relieves the lessee of liability in excess of the damage waiver excess (namely the amount stated in the lease contract as the "Damage Waiver Excess" per damaged leased material) for any loss or damage to any leased material [and, only if such are covered by the Damage Waiver option taken by the lessee, 360° Service Items (namely associated ancillaries, services, or optional extras leased or sold by the lessor to the lessee in addition to any leased material under this agreement, including air conditioners, furniture, equipment, generators, toilets and fire extinguishers and related service packages, and subject to any applicable terms (the "360° Service Terms" )] during the lease period caused by Insured Risks ("Damage Waiver"), namely fire, act of vandalism (by a person other than the lessee, its employees, agents and contractors), and theft from a secure or guarded site.

The Damage Waiver does not provide coverage for the Exclusions (meaning any loss resulting from a risk which is not an Insured Risk, wilful misconduct by the lessee or its employees agents or contractors, any loss of leased material revealed only when an inventory is made, [loss of generating equipment in or connected to powered buildings,] bodily injury, glass breakage, civil or foreign war, nuclear damage, terrorism, embargo / destruction upon request of government or public authority, wear and tear, theft from an unsecure or unguarded building or site, fraud, dishonesty, business interruption, indirect damages, loss damage or re-instatement of ground around the site, losses or damage resulting from the incorrect use and maintenance of the leased equipment, and loss occurring outside Belgium or any other circumstances not covered by the Insured Risks and the lessee remains liable for any loss or damage to any leased material arising from the Exclusions and any other circumstances not covered by the Insured Risks.

If any leased material is lost or damaged, before the lessee can limit its liability under this clause 17, it must:

- have paid the Damage Waiver Fees invoiced and any other amounts due and owing to the lessor;
- pay the Damage Waiver Excess;
- demonstrate that it has taken reasonable precautions against loss, damage, theft and forced entry;
- notify the lessor in writing of any loss or damage to the leased material within five business days of becoming aware of such damage and have submitted a theft notification form available from the lessor;
- if required by the lessor, deliver to the lessor, to its reasonable satisfaction, evidence of the loss or damage (including any police reports in the event of theft, vandalism or forced entry), within the business days of becoming aware of such event; and
- not to be in breach, or not have breached, any term of this agreement.

The parties acknowledge and agree that the Damage Waiver in this clause 17 is not insurance and therefore does not cover any general liability incurred by the lessee (including any loss or injury to third parties) or its or any third party's use of the leased material, any consequential loss incurred by the lessee or any third party, or any of the Exclusions.

If the lessee declines the Damage Waiver or is not current in its payment of the Damage Waiver Fee in relation to all of the leased material, it shall be required to insure the leased material itself in accordance with clause 18.

## **18. INSURANCE**

From the delivery and during the entire term of the lease agreement to the collection of the leased material, the lessee in his capacity as holder and legal custodian of the leased material is solely liable for all cases of damage, loss, theft or destruction regardless of its cause, both for its own account and for the lessor's account.

The lessee is obliged to insure, at its own expense and with a reputable insurance company, the leased material and the leased equipment and furniture during the full lease period, against all risks, loss or damage including all risks of third party and public liability arising out of ownership presence or use of the lease material in an amount not less than the full new replacement value of the leased material. The lessee is personally liable for damage to his personal goods and possessions, and declares that he and his insurers waive any right of recourse against the lessor and his insurers.

The damage to the leased material can be insured in two ways:

### **a) the lessee takes out his own insurance.**

At the latest on receipt of the material, the lessee must submit the insurance certificate to the lessor which he took out in view of the signed lease agreement. This certificate must specify the references of the signed agreement and the amount of the guarantees and deductibles, as well as the fact that the insurance company undertakes to pay the damages to the lessor. In the absence of this the lessor reserves the right to automatically add the lessee to the contract of insurance it signed in accordance with the conditions of article 18.b). In that case the formula of 'insurance with deduction of deductible' is opted for.

**b) the lessee is added to the contract of insurance the lessor took out with his insurance company** and in addition with the lease amount must also pay the corresponding premium, as specified in the special terms and conditions of the lease agreement. The coverages specified in this insurance are described in detail in the enclosed policy conditions.

### *Damage to third parties:*

The lessee is liable for damage caused by the leased material to third parties during the lease period. He must therefore take out a third-party liability insurance which covers all the damage caused by the leased material to third parties and indemnifies the lessor against any liability whatsoever.

### *Declarations:*

In case of a claim the lessee undertakes:

- to take all appropriate measures to safeguard the lessor's or his insurer's interests;
- to notify the lessor and confirm the circumstances and the nature of the claim within 48 hours by registered letter with confirmation of receipt;
- in case of theft of the material or theft of equipment following burglary in the material have an official report drawn up and enclose the proof of receipt with the registered letter in which he notifies the lessor of the damage.

## **19. LONG TERM AGREEMENT WITH PURCHASE OPTION**

At the end of the irrevocable lease term the lessee must notify to the lessor what he wants: return the material or purchase the material for the value agreed between the parties. The purchase request must be submitted within 60 days before the end of the irrevocable lease term. The purchase does not result in a substitution of one debt for another in the context of the agreement which specifies the aforementioned purchase option, whereby the buyer acknowledges to know and accept the general terms of the lease agreement, as well as those specified on the lessor's order confirmation. In the absence of a message sent on time by the lessee, the agreement, regardless of the reason why the lessee fails to notify his choice within the allowed period, becomes a normal lease agreement without possibility of any transfer of ownership to which these conditions apply.

## 20. PRICE REVIEW

- The lease prices are annually reviewed from the month of January.
- Unless the disassembly and transport collection charges have already been paid, these prices are updated on the date of the collection.  
The index reference is the health index:  $P_y = P_{y-1} * (I_y / I_{y-1})$   
 $P_y$ = Price for the new year (e.g. J)  
 $P_{y-1}$ =Price for the past year (e.g. J-1)  
 $I_y$ = Health index December of the previous year (e.g. Dec J-1)  
 $I_{y-1}$ = Health index December of the year before the past year (e.g. Dec J-2)

## 21. TERMINATION OF THE AGREEMENT

a) In case of non-observance of the payment provisions or any other special provision of the agreement, the agreement is terminated by operation of law.

The lessee must:

- return the material to the lessor at the location indicated by the latter, and all related costs are payable by the lessee;
- pay the additional amount for the accompanying and not yet paid performance;
- pay the lessor a contract severance fee to the amount of the lease amount, exclusive of VAT, which is still owed to the end of the normal lease period.

If the lessee refuses to return the material, an enforceable judgment to force him to do so suffices.

b) In case of bankruptcy, reorganisation, extension of payment, judicial reorganisation, voluntary or judicial liquidation of the company-lessee, transfer of the operation or the fund, merger, demerger or partial contribution of assets, the agreement can also be terminated by operation of law by the lessor, without prejudice to the execution of the contractual obligations to which the lessee is obliged until the date of the aforementioned changes and subject to the agreement between the lessee's successors to continue the lease. This solution is also chosen in case of death, bankruptcy, judicial reorganisation, extension of payment or a related equivalent measure of the lessee- natural person.

c) If the order or the agreement are cancelled before or after the availability of the material, the already incurred expenses must be reimbursed in the context of the execution by way of damages: the costs of studies, preparatory activities, delivery, assembly, disassembly, collection and repair (non-restrictive list).

## 22. COMPANIES IN DIFFICULTIES

In case of an amicable settlement, the provisions of article 20 are applicable by operation of law. In case of bankruptcy, reorganisation, extension of payment, judicial reorganisation and voluntary or judicial liquidation, the legal provisions are applied. On the grounds of article 15 of our terms and conditions and article 101 of the bankruptcy act the material and the equipment which are the subject of this lease agreement remain in the lessor's possession.

## 23. INDIVISIBILITY

If the lessee has reached two or more lease agreements with the lessor, all these agreements constitute an indivisible whole, so that the termination of one automatically results in the termination of the other agreements, if the lessor deems this appropriate (see article 21).

## 24. GENERAL DATA PROTECTION REGULATION

We collect and process personal data that we receive from you for the purpose of performing the agreement, customer management, accounting and direct marketing activities. The legal grounds are the execution of the agreement, the fulfillment of legal and regulatory obligations and / or the legitimate interest. The controller is Algeco Belgium n.v. - Schoebroekstraat 34 36 - 3583 Beringen. These personal data will only be passed on to processors, receivers and / or third parties insofar as this is necessary for the aforementioned purposes for the processing.

The customer bears the responsibility for the correctness of the personal data that he provides to us and undertakes to comply with the General Data Protection Regulation with regard to the persons whose personal data he has transferred to us, as well as with regard to all possible personal data which he would receive from us and our employees.

The customer confirms that he has been adequately informed about the processing of his personal data and about his rights to inspect, correct, delete and object.

For more information, see our Data Protection Notice, which can be found on our website.

## 25. APPLICABLE LAW AND CHOICE OF DOMICILE

For the performance of this agreement:

- the lessor has his domicile at 3853 Paal- Beringen, Schoebroekstraat 34-36, and
- the lessee has his domicile at the address specified in the lease agreement.

Disputes between the parties are, depending on the lessor's choice, submitted to the Court of Commerce of Hasselt or the Court of Commerce of Brussels or if applicable to the peace courts in their judicial district.

## 26. TAXES - LEVIES - COSTS

It is expressly agreed that all taxes, land taxes, fiscal or other levies which could be owed relating to the goods that are the subject of this agreement, and all costs and rights referring to this agreement or which could arise from it, are solely payable by the lessee who undertakes to do so.