

HEUVELMAN B.V. – GENERAL TERMS AND CONDITIONS OF DELIVERY AND PAYMENT

A HEUVELMAN SOUND & VISION pages 1 – 25
Hire, sales, installation, repairs and maintenance for the commercial market

Article 1 Definitions

In these general terms and conditions the following terms are taken to have the following meanings, unless explicitly indicated otherwise:

Heuvelman	: Heuvelman B.V., the user of the general terms and conditions, party accepting the order, vendor, supplier, installer;
The other party	: the party placing an order with Heuvelman, client, buyer, hirer;
Order/agreement	: the agreement entered into between Heuvelman and the other party.

Article 2 General

- 2.1 These terms and conditions apply to every order, offer and agreement between Heuvelman and the other party unless the parties have explicitly agreed in writing to depart from these terms and conditions.
- 2.2 The present terms and conditions also apply to all agreements with Heuvelman for the execution of which Heuvelman will make use of the services of third parties.
- 2.3 The applicability of any terms and conditions of the other party is explicitly excluded.
- 2.4 If Heuvelman enters into agreements with the other party more than once, all subsequent agreements will also be subject to the present terms and conditions, regardless of whether or not they have been explicitly declared applicable.
- 2.5 In the event of conflict between the special terms and conditions and the general terms and conditions, the special terms and conditions will prevail.
- 2.6 If one or more of the provisions of these terms and conditions should prove to be null and void or is voided, the rest of the provisions of these terms and conditions will remain applicable.
- 2.7

Article 3 Offers, orders and agreements

- 3.1 All offers, in any form whatsoever, are without obligation, unless a time limit for acceptance has been specified in the offer.
- 3.2 Agreements to which Heuvelman is a party will take effect only:
 - a) after both parties have signed the agreement in question;
 - b) after Heuvelman has received and approved the other party's written acceptance of the offer made by Heuvelman;
 - c) failing this, after the items have been supplied to and accepted by the other party.

- 3.3 In the case of an oral agreement, the invoice will be considered to represent the agreement correctly and fully, unless a complaint is made within 30 days of the invoice date.
- 3.4 If while carrying out its work Heuvelman receives an oral request for additional work from the other party or an employee or representative of the other party who is present at the workplace, and the other party has accepted this additional work after it has been carried out, or at least has not protested against it, then Heuvelman may assume that the additional work has been carried out at the explicit request of the other party, at the prices and rates charged by Heuvelman.
- 3.5 If it becomes evident during the execution of the agreement that to ensure proper execution of the agreement it will be necessary to change and/or supplement the work to be carried out, the parties will make appropriate changes to the agreement in good time and in consultation with each other. If the parties change and/or supplement the agreement, this will influence the completion date of execution of the agreement.
- 3.6 If Heuvelman has to make new drawings, plans, calculations, etc. for a change to the agreement, Heuvelman will charge the other party for the additional costs involved.
- 3.7 If a natural person enters into an agreement on behalf of or at the expense of another natural person, then by signing the agreement this person will have declared that he or she is authorized to do so. This person, in addition to the other natural person, will be jointly and severally liable for any obligations arising from the agreement.
- 3.8 Heuvelman reserves the right to refuse an order without stating its reasons.
- 3.9 If the other party's acceptance includes any elements which are different from those specified in the offer, Heuvelman is not obliged to agree to these different elements. The agreement will be entered into without these different elements, unless Heuvelman indicates otherwise.
- 3.10 The prices quoted in the offers are in euros, excluding VAT and other government levies, administrative charges and tax, and also excluding any shipping, repair, travel, installation, assembly, packaging and insurance costs, unless the parties have explicitly agreed otherwise.
- 3.11 If Heuvelman is responsible for shipping the purchased items, Heuvelman will charge the other party separately for the shipping and packaging costs.
- 3.12 If the items are delivered C.O.D., Heuvelman will charge the other party C.O.D. charges.
- 3.13 An itemized quotation does not mean that Heuvelman is obliged to carry out part of the order for the amount specified for that part in the itemized quotation.
- 3.14 Offers and quotes do not apply to subsequent orders.

Article 4 Models/pictures

- 4.1 Any model, demo or picture shown to the other party will be assumed to have been shown only as an indication, unless the parties have explicitly agreed that the item to be supplied will exactly match the model, demo or picture in question.
- 4.2 The models, pictures, rates, figures, measurements, specifications, weights or descriptions included in the catalogues/offer/advertisements/price list are shown only as indications.

Article 5 Execution of the agreement /installation/repair/maintenance

- 5.1 Heuvelman will carry out the agreement to the best of its knowledge and ability, in accordance with high standards, on the basis of the agreements reached by the parties.

- 5.2 Heuvelman will determine the way in which the agreement is carried out, unless the parties have expressly agreed otherwise in writing.
- 5.3 Heuvelman will not be liable for any loss, of any kind whatsoever, resulting from Heuvelman's reliance on incorrect and/or incomplete data supplied by the other party, unless it is obvious that Heuvelman should have been aware of this incorrectness or incompleteness.
- 5.4 If and to the extent that Heuvelman needs to have work carried out by third parties in order to execute the agreement properly, Heuvelman will be entitled to do so.
- 5.5 If the other party has retained responsibility for the supply of certain materials and/or the execution of certain components of the work, the other party will be liable if these materials are not supplied or this work not executed in good time.
- 5.6 The other party will ensure that any data or approvals of which Heuvelman has indicated that they are required, or which the other party should reasonably understand that they are required for the execution of the agreement, are given to Heuvelman in good time. If the data and approvals required for the execution of the agreement are not given to Heuvelman in good time, Heuvelman will be entitled to suspend execution of the agreement and/or to charge the other party the costs caused by the delay in accordance with the usual rates.
- 5.7 If it has been agreed that the agreement will be executed in stages, Heuvelman may suspend execution of those components which belong to the next stage until the other party has approved the results of the preceding stage in writing.
- 5.8 If the commencement or progress of the work is delayed by factors for which the other party is responsible, the loss suffered and costs incurred by Heuvelman as a result will be compensated by the other party.
- 5.9 If work is carried out by Heuvelman's staff or by third parties engaged by Heuvelman for the purposes of the order at the other party's premises or at a location designated by the other party, the other party will ensure, free of charge, that any facilities reasonably required by this staff are available.
- 5.10 The other party will ensure that Heuvelman has the following items and facilities at its disposal in good time:
- clean areas where the work is to be carried out;
 - sufficient facilities for the delivery, storage and/or removal of materials and auxiliary materials;
 - connection points for equipment;
 - drawings of the positions of the cables, conduits and wiring.
- 5.11 The other party will be responsible for:
- the removal of obstacles which may influence the execution of the work;
 - adequate safety measures while the work is being carried out.
- 5.12 The order includes all of the work set out in the offer. If necessary it includes giving tuition or instructions about the operation of the installation. Heuvelman will determine the extent and duration of the tuition and will accept no liability for it.
- 5.13 The other party indemnifies Heuvelman against any claims brought by third parties for loss incurred in connection with the execution of the agreement if this loss is attributable to the other party.

Article 6 Delivery

- 6.1 Items will be delivered to the address where Heuvelman will carry out the work, unless the parties have agreed otherwise.
- 6.2 When delivering items, Heuvelman will always deliver them to last known delivery address designated by the other party.
- 6.3 The other party must collect or take delivery of the items as soon as the items are ready. If the items intended for the other party are available or have been delivered to the other party but have not been accepted by the other party for any reason whatsoever, delivery will be effected by means of a written notice from Heuvelman.
- 6.4 If the other party refuses to take delivery of the items or has failed to provide information or instructions required for delivery, Heuvelman will be entitled to store the items at the other party's risk and expense. If the other party has not taken delivery of the items within 3 days, Heuvelman will be entitled to sell the items to some other party or hire them out. Any losses incurred by Heuvelman through selling the items on or hiring them out, such as loss of turnover, will be charged to the other party. This loss will be at least equivalent to the total value of the order.
- 6.5 If Heuvelman needs data from the other party in connection with executing the agreement, the delivery period will not begin until the other party has made this data available to Heuvelman.
- 6.6 If Heuvelman has quoted a delivery date, this date will be indicative. A delivery date quoted may never be regarded as a deadline. If a delivery date has expired, the other party should give Heuvelman notice of default and grant it a reasonable time to deliver.
- 6.7 Heuvelman is entitled to an advance payment. After this advance payment has been made, the items will be delivered to the other party or the work will be carried out, unless the parties have agreed otherwise.

Article 7 Completion, inspection, complaints

- 7.1 The other party is obliged to inspect the items purchased or the work carried out, or to have them inspected, upon delivery or completion. Any complaints about the items delivered or the work carried out must be reported by the other party to Heuvelman immediately. The notice of default must include as detailed as possible a description of the defect, so that Heuvelman is able to respond adequately.
- 7.2 If there is any damage to the packaging or the item, a note should be made of it on the packing slip or consignment note and it should be reported to Heuvelman in writing.
- 7.3 The order will be regarded as having been completed satisfactorily if the items have been made available to the other party in working condition or have been put to use by the other party.
- 7.4 The following situations will never be regarded as grounds for complaint:
 - differences of less than 10% in colour, specification, volume, weight or dimensions;
 - typesetting errors, misprints or typing errors in the catalogue/internet site/offer/price list.
- 7.5 Heuvelman will deal with the complaint as soon as it has been notified of it.
- 7.6 If the complaint is lodged in time, the other party will still be obliged to take delivery of the purchased items and to pay for them. If the other party wishes to return the defective items, he/she/it may do so only with Heuvelman's prior permission in writing. Return consignments must be sent carriage paid, in undamaged condition and in the original packaging.
- 7.7 If a complaint is justified, Heuvelman will repair the items delivered, unless the other party can demonstrate that this has now become pointless. If this is the case, the other party must notify

Heuvelman in writing. However, in all cases Heuvelman will be liable only within the boundaries of the provisions of the Articles headed 'Warranty' and 'Liability'.

Article 8 Transfer of risk

- 8.1 If the other party refuses to take delivery of the items, all monies owed to Heuvelman by the other party, including transport and storage costs, will be immediately due and payable.
- 8.2 The risk of loss of or damage to the items covered by the agreement will be transferred to the other party as soon as the ownership of these items has been transferred or they have been delivered in actual fact and have therefore been placed under the control of the other party or of a third party designated by the other party, or as soon as the items are ready for delivery and the other party has been notified of this fact in writing.
- 8.3 If Heuvelman is responsible for transporting the items covered by the agreement, it will do so entirely at the other party's risk and expense. The other party must ensure that the items are satisfactorily insured, unless the parties have agreed otherwise.

Article 9 Force majeure

- 9.1 The parties will not remain bound by any obligation if they are unable to comply with that obligation due to circumstances which cannot be attributed to gross negligence or wilful intent on the part of the party invoking them, and for which circumstances they cannot be blamed by virtue of the law or a legal act, or according to common opinion.
- 9.2 In these terms and conditions force majeure is taken to mean not only those circumstances referred to in statute law and case law, but also to all circumstances of external origin, whether foreseeable or unforeseeable, over which Heuvelman has no control but which prevent Heuvelman from complying with its obligations. These circumstances includes strikes within Heuvelman's company, computer and power failures, viruses, traffic congestion, adverse weather conditions, export barriers, theft, fire and delays in the delivery of parts by suppliers.
- 9.3 So long as the force majeure persists, the parties may suspend their obligations under the agreement. If this period lasts longer than two days, each party will be entitled to terminate the agreement, without any obligation to compensate the other party's losses.
- 9.4 If, at the time when the force majeure begins, Heuvelman has already fulfilled or will be able to fulfil part of its obligations under the agreement, and this part can be considered to have independent value, Heuvelman will be entitled to charge separately for the part already fulfilled or to be fulfilled.

Article 10 Suspension and termination

- 10.1 Heuvelman is authorized to suspend or terminate its performance of the agreement if:
 - the other party fails to fulfil its obligations under the agreement or fails to fulfil them in time or in full;
 - after entering into the agreement Heuvelman finds out that there are circumstances which constitute good grounds for fearing that the other party will fail to fulfil its obligations or fail to fulfil them in time or fully. If there are good grounds for fearing that the other party will fulfil its obligations only partially or unsatisfactorily, suspension will be permitted only if justified by the defect;

- the other party was asked to provide security for the fulfilment of its obligations under the agreement but the security has not been provided or is insufficient.
- 10.2 Heuvelman is also authorized to terminate the agreement if circumstances arise which make fulfilment of the agreement impossible or due to which in all reasonableness and fairness fulfilment can no longer be expected, or if circumstances arise due to which unaltered maintenance of the agreement cannot reasonably be expected.
- 10.3 If the agreement is terminated, all monies owed to Heuvelman by the other party will be due and payable. If Heuvelman suspends fulfilment of its obligations, it will retain its entitlements by law and under the agreement.
- 10.4 Heuvelman reserves the right to claim compensation.

Article 11 Cancellation

- 11.1 If, after an agreement has been entered into and before execution of the agreement has begun, the other party wishes to cancel the agreement, cancellation costs of 30% of the order amount will be charged, without prejudice to Heuvelman's entitlement to full compensation including compensation of lost profit. If the agreement is cancelled within 10 days prior to delivery, cancellation costs of 50% of the order amount will be charged. If the agreement is cancelled within 24 hours of its commencement, the full contract price will be charged.
- 11.2 If when cancelling the agreement the other party refuses to take delivery of items which Heuvelman has specially purchased and/or produced and possibly adapted or processed for it, the other party will also be obliged to take delivery of these items and to pay Heuvelman the sale price.
- 11.3 If an item is temporarily or permanently unavailable, Heuvelman will notify the other party of this no later than one month after receiving the order. In this event the other party may cancel the order free of charge. If the other party has already paid Heuvelman for the item, Heuvelman will ensure that the amount is refunded or offset.
- 11.4 Notice of cancellation must be sent by registered letter.

Article 12 Price and costs

- 12.1 If it becomes clear during execution that the actual work exceeds the amount of work originally agreed or expected by 10% or more, so that Heuvelman cannot reasonably be expected to carry out the agreed work for the price originally agreed, Heuvelman will be entitled to raise the price.
- 12.2 If, between the time when the offer is made and the agreement is executed or the items are delivered, price changes of more than 5% have occurred in factors such as national insurance costs, turnover tax, exchange rates, wages, raw materials, semi-finished products or packaging material, Heuvelman will be entitled to pass on these price changes after three months.
- 12.3 Heuvelman will notify the other party of its intention to raise the price or rate in writing, stating how much this increase will be and the date on which it will take effect.
- 12.4 For sales orders of less than EUR 250 Heuvelman will charge EUR 25 for shipping and administrative expenses.

Article 13 Payment

- 13.1 Payment must be made in cash, either in advance by means of an advance invoice or within the term agreed by a method designated by Heuvelman in the currency of the invoice. If the parties have not agreed to a mode of payment, payment must be made within 14 days of the invoice date. Any objections the other party may have to the invoice amount do not suspend his/her/its payment obligation.
- 13.2 Heuvelman is entitled to charge 0–100% of the purchase price or order amount as an advance payment upon entering into the agreement. After receiving the advance payment, Heuvelman will deliver the purchased or hired items.
- 13.3 If the other party fails to pay within the agreed term, he/she/it will be in default by operation of law. The other party will then owe interest of 1.5% per month or part of a month, unless the statutory interest or the statutory commercial interest is higher, in which case the highest interest will apply. The interest on the payable amount will be calculated from the time when the other party is in default until the time when the whole sum has been paid.
- 13.4 In the event that the other party winds up its company or files a winding-up petition, or of bankruptcy, a guardianship order, death, granting of statutory debt adjustment under the Debt Management (Natural Persons) Act, seizure, moratorium or provisional moratorium, all monies owed to Heuvelman by the other party will be immediately due and payable.
- 13.5 Payments will in the first instance serve to pay the costs, then to pay the outstanding interest, and finally to pay the principal sum and the accrued interest.

Article 14 Collection costs

- 14.1 If the other party has failed to fulfil his/her/its obligations or failed to fulfil them in time, all reasonable costs incurred to obtain an out-of-court settlement will be charged to the other party. If a monetary claim is involved, the other party will in all cases be charged collection costs. The collection costs will be calculated on the basis of the collection rates recommended by the Netherlands Bar Association in collection cases, with a minimum of EUR 350.
- 14.2 If Heuvelman has incurred higher costs, which can reasonably be considered necessary, these costs will also be eligible for compensation. Legal and enforcement costs will also be payable by the other party.

Article 15 Warranty

- 15.1 The items supplied by Heuvelman meet the technical demands and specifications set by the manufacturer.
- 15.2 Warranties must be agreed to in writing.
- 15.3 All warranties will be limited to:
- manufacturing defects; that is, they do not cover damage resulting from improper, careless or incompetent use or maintenance, or failure on the part of the other party or a third party to follow the user instructions or maintenance instructions;
 - manufacturer's warranty;
 - deliveries to other parties within the EU;
 - repair of the item.

- 15.4 The warranty will be annulled if:
- the items supplied are sold on, unless the parties have explicitly agreed otherwise;
 - the items supplied are adapted, altered, changed or repaired by the other party or a third party;
 - the items purchased are not maintained or inspected annually.
- 15.5 To make a claim under the warranty, the other party must be able to submit the purchase invoice or repair invoice.
- 15.6 If the other party has not fulfilled his/her/obligations under the agreement between the parties, he/she/it will not be entitled to make a claim based on this warranty provision.

Article 16 Liability and indemnification

- 16.1 Should Heuvelman be liable, its liability will be limited to the terms of this provision.
- 16.2 Heuvelman will never be liable for:
- o anomalies, damage, faults and defects which remained unnoticed in items approved by the other party;
 - o anomalies, damage, faults and defects due to incorrect assembly or use by the other party or a third party;
 - o indirect loss, including consequential loss, lost profit, missed savings and loss due to business interruption;
 - o loss caused by raw materials or other materials being rejected due to changes in environmental legislation after the agreement was entered into;
 - o loss caused by unlawful, improper or unprofessional use by the other party or a third party of the items delivered, or failure to comply with the user instructions.
- 16.3 If Heuvelman is liable for loss, its liability will be limited to an amount not exceeding that covered by Heuvelman's liability insurance, or at least not exceeding the invoice amount, or not exceeding that part of the invoice which is relevant to Heuvelman's liability.
- 16.4 Heuvelman will never be liable for loss resulting from advice or instructions it has given. Advice and instructions are always given on the basis of the facts and circumstances known to Heuvelman and in consultation with the other party, and are always based on and guided by the intention of the other party.
- 16.5 Any claims for compensation must be submitted to Heuvelman in writing as soon as the loss in question has occurred.
- 16.6 The other party must ensure that backups/shadow files of any relevant information carriers are made before the delivery of items, data, documents, material and/or products. The other party must keep these backups in his/her/its possession in case the data are lost during storage at Heuvelman's or are damaged and become unusable. Should this be the case, at Heuvelman's request the other party must provide Heuvelman with the data in question again.
- 16.7 If the other party provides Heuvelman with information carriers, digital files or software, etc., he/she/it will guarantee that these information carriers, digital files or software, etc. are free of viruses and defects.
- 16.8 The limitations of liability for loss referred to in these general terms and conditions do not apply if the loss is attributable to wilful misconduct or gross negligence on the part of Heuvelman or its employees.

Article 17 Intellectual property rights and copyright

- 17.1 Without prejudice to the provisions of these general terms and conditions, Heuvelman reserves the rights and powers to which it is entitled by virtue of intellectual property rights and the Copyright Act.
- 17.2 All items sold and/or hired out by Heuvelman, and all designs, sketches, drawings, files, software, parts and brochures provided by Heuvelman are intended for the sole use of the other party and without Heuvelman's prior permission they may not be multiplied, resold, adapted, changed, copied, reproduced, made public, or made known to third parties, unless the nature of the items sold or supplied determines otherwise.

Article 18 Packaging

- 18.1 If Heuvelman provides reusable packaging, the other party must return the packaging within 10 days, empty, clean and undamaged. Any costs of repair, replacement or cleaning will be fully charged to the other party. If the other party fails to return the packaging in time, Heuvelman will charge the other party a sum of EUR 25 for each month which passes after the due date.

Article 19 Export

- 19.1 Unless otherwise agreed in writing, any payment for an export transaction must be made by means of a confirmed and irrevocable letter of credit, issued by a Dutch bank.
- 19.2 The other party guarantees that if an import certificate or licence is required to import the items into the country of destination, he/she/it has obtained or will obtain this import certificate or import licence and that if he/she/it fails to do so the other party will be liable for any loss caused by this failure.

Article 20 Retention of title

- 20.1 All equipment, software and materials supplied by Heuvelman, whether or not they have been processed or assembled, will remain the property of Heuvelman until the other party has fulfilled all his/her/its obligations under the agreement entered into with Heuvelman.
- 20.2 The items delivered are subject to an undisclosed pledge which will lapse once the other party has fulfilled his/her/its obligations under the agreement with Heuvelman.
- 20.3 The other party undertakes to insure the items supplied under retention of title and to keep them insured against damage caused by fire, explosion or water, and also against theft, and to make the insurance policy available for inspection on demand. The insurance proceeds paid by the insurer will constitute replacement of the items referred to and will go to Heuvelman.
- 20.4 The other party is not authorized to sell items supplied under retention of title or to pledge or encumber them in any other way.
- 20.5 If third parties attach the items under retention of title or wish to establish or enforce a claim to them, the other party must notify Heuvelman of this as soon as possible.

20.6 Should Heuvelman ever wish to exercise the proprietary rights referred to in this article, the other party now grants Heuvelman or third parties designated by Heuvelman unconditional and irrevocable permission to enter all premises where Heuvelman's property is located and to take back these items, subject to a penalty of 20% a day of the value of the items when new.

Article 21 Retention

21.1 Heuvelman is entitled to retain items at the expense and risk of the other party and/or owner until all outstanding sums owed to Heuvelman have been paid.

21.2 The other party may never invoke postponement of payment granted to him/her/it by Heuvelman, either explicitly or implicitly, with respect to previous orders.

Article 22 Staff

22.1 Without written permission from Heuvelman, the other party is not authorized to enter into an employment relationship with an employee or staff member of Heuvelman during or within 1 year of execution of the agreement.

22.2 If the other party enters into a direct or indirect employment relationship with an employee of Heuvelman without Heuvelman's consent, the other party will owe Heuvelman compensation of a sum at least six times the gross monthly salary of the employee, based on a 40-hour working week. The other party will also be obliged to meet his/her/its obligations under the agreement between the parties in full.

22.3 The other party is not authorized to enter into agreements direct with an employee or staff member of Heuvelman; if the other party does so, he/she/it will be obliged to compensate Heuvelman for any ensuing loss.

22.4 Heuvelman will never be liable for commitments to the other party or third parties undertaken by an employee without the involvement of Heuvelman. The other party indemnifies Heuvelman against any claims relating to such commitments, including Heuvelman's liability as the employee's employer.

Article 23 Assignment of an employee

23.1 The term employee includes consultants, programmers, project managers, engineers, installers and operators.

23.2 If the other party wishes to make use of one of Heuvelman's employees, he/she/it should let Heuvelman know in good time in connection with planning. The other party should also state for how many hours he/she/it requires the employee's services.

23.3 The costs of hiring an employee will be charged separately on the basis of a fixed hourly rate.

23.4 An employee can only be hired for one or more periods of four consecutive hours. Even if the employee works for less than four hours during a period of four hours, Heuvelman will be entitled to charge for four hours.

23.5 The employee will follow the other party's orders and instructions to the best of his or her knowledge and ability, and in accordance with high standards, at the expense and risk of the other party.

- 23.6 The employee will follow orders and instructions given by the other party if they are given in time and if they are required for the execution of the order.
- 23.7 If a difference of opinion arises between the other party and Heuvelman's employee about the execution of the order or if the employee calls in sick, the other party should notify Heuvelman immediately. If necessary Heuvelman will provide a substitute.
- 23.8 The other party may never assign an employee of Heuvelman to third parties. This prohibition also applies to assignment by the other party to a third party with which the other party is affiliated in a group and when the third party in question is a parent or subsidiary company of the other party;
- 23.9 By virtue of Paragraph 658 of Article 7 of the Dutch Civil Code, the other party has an obligation to ensure the employee's safety and to ensure that the employee suffers no loss of any kind. In the event of an accident at work or a work-related illness, the other party must notify all competent authorities in accordance with the regulations which apply at the time. Except in the event of an intentional act or wilful recklessness on the employee's part, the other party will be obliged to compensate the employee for all losses suffered while doing his or her work, including legal and other costs. If the employee dies, compensation, including compensation for lost financial support and funeral arrangements, will be paid to the individuals entitled to compensation by virtue of paragraph 108 of Article 6 of the Dutch Civil Code.
- 23.10 If the employee suffers loss because an item belonging to the employee is damaged or destroyed while the employee is working for the other party, the other party must fully compensate the employee, including compensation for any legal or other costs incurred by the employee.
- 23.11 The other party is obliged to take out adequate liability insurance on the grounds of this article. The other party indemnifies Heuvelman against any of the claims set out in this article, should these claims be brought against Heuvelman.
- 23.12 Any liability on Heuvelman's part for loss caused by the employee to the other party or third parties is explicitly excluded. If Heuvelman is nevertheless held liable for any loss caused by the employee, the other party will indemnify Heuvelman against such liability. The other party is also obliged to take out adequate insurance for this indemnification and the liability on which it is based.
- 23.13 Heuvelman will never be liable in respect of commitments made to the other party or third parties by the employee. The other party indemnifies Heuvelman against any claims based on such commitments, including Heuvelman's liability as the employer of the employee.
- 23.14 The indemnification referred to in this article also covers any legal or other costs incurred by Heuvelman.

Article 24 SPECIAL PROVISIONS REGARDING HIRE TO THE BUSINESS MARKET

Paragraph I General

- I.1 The supplier undertakes to supply specified items on hire to the hirer and the hirer undertakes to take these items on hire from the supplier.
- I.2 The hirer undertakes to pay the agreed hire fee and the fees and costs arising from this agreement and to return the hired items after the hire period has expired, subject to the

provisions set out below. In these special provisions, 'return' means making the hired items available to the supplier in their original condition.

Paragraph II The Hire Period

- II.1 The items will be hired for a period agreed by the parties, which will begin on the agreed day of delivery and end on the agreed day of return. If the hired items are returned earlier within the hire period, the hire fee for the whole agreed hire period will still be payable.
- II.2 If for some reason the hirer does not take the hired items on hire at the agreed time, the hirer will nevertheless owe the hire fee for the whole agreed hire period, while the hired items will be kept available at the expense and risk of the hirer. If the hirer fails to take the hired items on hire immediately in spite of demands, the supplier will be entitled to make use of the items as it sees fit, but the agreed hire fee will remain payable in full.
- II.3 Cancellation of a hire agreement must take place in writing. If an agreement is cancelled more than 6 days before commencement of the hire period, the hirer will owe the supplier 10% of the hire fee; if an agreement is cancelled between 6 and 1 working days before commencement of the hire period, the hirer will owe the supplier 50% of the hire price; if an agreement is cancelled within 24 hours of the commencement date, the hirer will owe the supplier the full hire fee, unless the parties have agreed otherwise in writing.

Paragraph III Availability

- III.1 The hirer must pick up the hired items at the agreed collection location.
- III.2 The supplier will ensure that the hired items meet any relevant Dutch statutory provisions.
- III.3 The hirer is entitled to inspect the hired items or have them inspected before taking them. If the hirer does not exercise this right, the hired items will be regarded as having been delivered in good condition, fully and as agreed.
- III.4 The hirer is liable for any damage to the site or any items located there.

Paragraph IV Risk

- IV.1 Throughout the whole hire period the hirer will bear the entire risk in the hired items, regardless of what event, action or omission may have caused any loss, thus also in cases of force majeure. The hirer will be obliged to pay for any damage to the hired items on the basis of their value when new.
- IV.2 If any public area or site belonging to third parties is used during the hire period, the hirer will be obliged to ensure that the title-holder has granted any permission or licence required.
- IV.3 The hirer indemnifies the supplier against any claims by third parties in connection with the hired items.

Paragraph V Use

- V.1 During the hire period the hirer must use and maintain the hired items with due care, in accordance with to their nature and purpose, and must secure them against theft and damage.
- V.2 During the hire period any repairs needed will be carried out by or on behalf of the supplier. The hirer may only have repairs carried out with the supplier's prior written permission and by expert staff; only original parts may be used.
- V.3 During the hire period the supplier will be entitled to check the condition and usage of the hired items at all times. Upon request the hirer will grant the supplier access to the hired items without delay.
- V.4 Without the explicit written permission of the supplier, the hirer is not permitted to allow any third party to use the hired items, to sell or sub-hire the items to any third party, or to partially or wholly transfer any right under the hire agreement to any third party.

Paragraph VI Return

- VI.1 When the hire period has expired the hirer is obliged to return the hired items complete, in their original condition and cleaned.
- VI.2 If the hirer fails to meet the return delivery obligation, the hirer will be liable for any loss or costs arising from this failure, including the supplier's lost profits. On the same terms, when returning the hired items, the hirer is also obliged to return any documents or accessories which go with them.
- VI.3 If the hirer fails to return the hired items on the agreed date, the supplier will be entitled to terminate the agreement and to recover the hired items or have them recovered, without notice of default and without judicial intervention, without prejudice to the supplier's right to charge the hirer for the loss thus incurred. Should this situation arise, the supplier will immediately check the hired items for any damage or defects. The supplier will notify the hirer at once of its findings as regards the condition of the hired items and enable the hirer to inspect the hired items.

Paragraph VII Liability

- VII.1 The supplier will bear no liability other than that provided for in these terms and conditions.
- VII.2 The supplier will not be liable for any loss suffered by the hirer or third parties as a result of force majeure, disruption in the supplier's company, default or delay in delivery, or replacement or repair if this has been necessary due to normal wear and tear of the hired items.
- VII.3 Any liability of the supplier to the hirer will be limited to the amount covered by the supplier's insurance for this liability. Any liability which exceeds this amount or which is not covered by insurance is explicitly excluded.
- VII.4 Any claims for compensation must be submitted to the supplier in writing as soon as the loss in question has occurred.
- VII.5 The limitations of liability for loss referred to in these terms and conditions do not apply if the loss is attributable to wilful misconduct or gross negligence on the part of the supplier or its employees.

Paragraph VIII Complaints

- VIII.1 The supplier will accept complaints only if they have been submitted directly in writing within one day of the performance in question, with a detailed statement of the nature and grounds of the complaint.
- VIII.2 Complaints about invoices must also be submitted in writing, within 8 days following the invoice date.
- VIII.3 After the time limits referred to above have expired, the hirer will be considered to have approved the performance or the invoice respectively.
- VIII.4 If the supplier finds that the complaint is valid, the supplier will immediately take adequate measures.
- VIII.5 Complaints submitted by the hirer will not suspend the hirer's payment obligation.

Paragraph IX Termination

If the agreement is terminated the hirer must return the hired items immediately.

Article 25 Service and maintenance agreement

- 25.1 If the parties have not entered into a service and maintenance agreement, the other party must pay Heuvelman for all service and maintenance costs.
- 25.2 A service and maintenance agreement will apply for at least one year. The costs of this agreement will be paid in advance.
- 25.3 Unless agreed otherwise, if the agreement is for a certain period, the other party will not be able to terminate it before that period has expired.
- 25.4 If the other party does not wish to extend an annual contract, he/she/it must give notice at least two months before the expiry date; if notice is not given to terminate a contract for a fixed term, the contract will automatically be renewed for the same term.
- 25.5 If the contract is terminated by Heuvelman before the contract term has expired, then in consultation with the other party Heuvelman will ensure that the work still to be done is passed on to third parties, unless the termination is due to events and circumstances attributable to the other party.
- 25.6 If the contract is not for a fixed term, either party may terminate it in writing at any time, provided at least 2 months' notice is given.
- 25.7 Notice of termination of the contract must be sent in writing, by registered letter.

Article 26 Service Level Agreement

- 26.1 The Service Level Agreement is an agreement between Heuvelman and the other party contracting out maintenance of a specific number of items of equipment (based on serial numbers) to Heuvelman.
- 26.2 Repairs or revision of equipment are explicitly excluded from the Service Level Agreement if they result from:
- incompetent or improper use of the equipment;
 - power failures, fire or theft, water damage, strikes or other external causes;

- failure to carry out the daily maintenance set out in the documentation supplied to the other party, to the extent that this maintenance was to be carried out by the other party, or failure by the other party to observe in good time that the equipment was not functioning properly;
 - the equipment being moved from the location where it was originally placed, unless the equipment was moved by Heuvelman or on Heuvelman's instructions.
- 26.3 Heuvelman reserves the right to terminate the Service Level Agreement at any time without stating its reasons, provided it gives 3 months' notice in writing.
- 26.4 The work covered by the Service Level Agreement will consist of preventive and corrective maintenance.
- 26.5 Corrective maintenance refers to repairing the equipment specified if it is not functioning or not functioning as well as it should as a result of normal wear and tear.
- 26.6 Heuvelman is entitled to combine preventive maintenance with corrective maintenance.
- 26.7 The other party must ensure that Heuvelman's employees have free access to the locations in order to carry out their work.
- 26.8 The other party must provide a safe working environment for Heuvelman's employees, in accordance with the Working Conditions Act.
- 26.9 Heuvelman is entitled to have the work covered by the Service Level Agreement carried out by a third party.
- 26.10 Heuvelman is free to refuse requests for repairs without stating its reasons.
- 26.11 If the other party wants an estimate of the costs of the proposed repair, Heuvelman will provide this estimate to its best knowledge, but without any obligation on Heuvelman's part to carry out the repair for the estimated amount. The costs of repairs will in all cases be based on actual costs.
- 26.12 If, after the repair order has been placed, it seems likely that the actual costs will exceed the estimated costs by an excessive amount or that the actual costs will not be reasonable in proportion to the value of the item, Heuvelman will consult with the other party before proceeding with the repair. If the other party has not decided within two days after consultation, Heuvelman will not proceed with the repair. If the other party is not available for consultation within two days, Heuvelman will not proceed with the repair. If the repair is stopped, Heuvelman will not be obliged to compensate any loss incurred by the other party. If the work is stopped, the other party will be charged for any work already carried out by Heuvelman, unless the parties have agreed otherwise.
- 26.13 Repaired items will be available to the client at Heuvelman's warehouse, where the other party should satisfy itself, when collecting the goods, that the repair has been carried out properly. No further warranty provisions will apply to repairs, with the exception of the usual warranty on added new parts other than electronic parts.

Article 27 Installation

- 27.1 Installation work will always be quoted and included in the agreement on the basis of estimated cost, unless stated otherwise by Heuvelman in writing.
- 27.2 Installation work refers to all work to be carried out by Heuvelman's employees for the other party to ensure that the equipment ordered is installed properly and correctly in accordance with the agreement; this work includes assembly, testing, adjustment, drawings and project

management.

- 27.3 If it becomes clear after the agreement has been entered into that additional facilities will be needed to ensure satisfactory installation, the other party will cooperate in the realization of these additional facilities. The placement of these facilities by Heuvelman will constitute additional work at the expense of the other party.
- 27.4 The other party will ensure that Heuvelman's employees can carry out their work in accordance with the statutory provisions currently in force.

Article 28 Confidentiality

- 28.1 Both parties are bound to confidentiality with respect to any confidential information they have acquired from each other or from some other source in the context of their agreement. Information is to be regarded as confidential if a party has said it is confidential or if it is obvious from the nature of the information that it is confidential.
- 28.2 If Heuvelman is obliged by virtue of a statutory provision or a judicial ruling to disclose confidential information to third parties designated by the law or a competent court and Heuvelman is unable to claim a right of non-disclosure recognized or granted by the competent court in such a case, then Heuvelman will not be obliged to pay any compensation and the other party will not be entitled to terminate the agreement on the basis of any ensuing loss.

Article 29 Translations of these terms and conditions

Only the Dutch-language version of these terms and conditions is legally valid. If a translation differs in any way, the Dutch text will prevail.

Article 30 Disputes

Any disputes associated with the agreement between the parties will in the first instance be settled by the competent Dutch court in Heuvelman's place of business. Nevertheless, Heuvelman is entitled to bring the dispute before the court which has jurisdiction according to the law or before an arbitration board.

Article 31 Applicable law

All agreements between Heuvelman and the other party are governed by Dutch law. The Vienna Sales Convention is explicitly excluded.

HEUVELMAN B.V. – GENERAL TERMS AND CONDITIONS OF DELIVERY AND PAYMENT

B SKALA HOME ELECTRONICS pages 17 – 25
Hire for the consumer market

Article 1 General

- 1.1 In these general terms and conditions the following terms are taken to have the following meanings, unless explicitly indicated otherwise:
- 1.2 Agreement : the agreement between the supplier and the hirer;
Hirer : the natural person or legal entity with whom or with which the supplier has entered into an agreement or that person or entity's representatives, agents, successors in title or heirs;
Item : the item which is the subject of the agreement, the piece of equipment with all its fittings and accessories;
Supplier : Skala Home Electronics, the user of the general terms and conditions.
- 1.3 All offers and agreements and their execution will be governed exclusively by the present terms and conditions. Any departures from these terms and conditions must be explicitly agreed with the supplier in writing.
- 1.4 The applicability of any terms and conditions used by the hirer is explicitly excluded.
- 1.5 Should one or more of the provisions of these terms and conditions prove to be null and void, this will not affect the validity and applicability of the rest of the provisions of these terms and conditions.

Article 2 Offers/Orders

- 2.1 All offers made by the supplier, in any form whatsoever, are without obligation unless explicitly agreed otherwise.
- 2.2 If an offer is accompanied by catalogues or other documentation, this documentation will at all times remain the property of the supplier and must be sent back to the supplier, carriage paid, upon demand. Without the supplier's permission they may not be multiplied nor made available for inspection by third parties.
- 2.3 Sending an offer and/or documentation does not oblige the supplier to accept an order. The supplier will give the hirer notice of acceptance as soon as possible after receiving the order.
- 2.4 The supplier will make enquiries about the hirer in connection with the acceptance of an order. The hirer is aware of this and has agreed to this investigation.
- 2.5 The supplier reserves the right to refuse orders without stating its reasons.

- 2.6 The supplier reserves the right to refuse to make the items available without payment in advance.
- 2.7 Offers or quotes will not apply to future agreements.

Article 3 Agreement

- 3.1 An agreement with the supplier does not come into effect until the supplier has accepted and confirmed an order in writing; the agreement will come into effect as of the confirmation date.
- 3.2 If a third party enters into the agreement on behalf of and at the expense of another natural person, then by signing the hire agreement this third party declares that he or she is authorized to do so. This third party will, in addition to the natural person in question, be jointly and severally liable for obligations arising from this agreement.
- 3.3 Any supplementary arrangements or changes made later will be binding on the supplier only if they have been confirmed in writing by the supplier.
- 3.4 Every agreement will be entered into under the suspensive condition that the hirer is founded to be sufficiently creditworthy – at the supplier’s sole discretion – to comply with the financial terms of the agreement.
- 3.5 The supplier is entitled when or after entering into the agreement, before proceeding with the execution, to require security from the hirer to ensure that payment and other obligations will be fulfilled.
- 3.6 If the supplier considers it necessary or desirable to engage other parties to carry out the order properly, then after consultation with the hirer the supplier will be authorized to do so. The costs will be passed on the hirer in accordance with the rates quoted.

Article 4 Rates

- 4.1 Unless agreed otherwise, the prices are in euros and based on delivery to the hirer from the supplier’s office, warehouse or other storage space, including VAT, excluding import duty, other taxes, levies and duties, and the costs of packaging, loading and unloading, administration, shipping and insurance.
- 4.2 If one or more of the cost price factors is raised by more than 10%, the supplier will be entitled to raise the order amount accordingly, subject to any relevant statutory provisions.
- 4.3 The supplier is entitled to charge the hirer a deposit before hire commences. The deposit will be paid in cash upon delivery. Once the deposit is paid the supplier will deliver. After the hire period the supplier will offset the deposit against the amount still owed and refund any surplus.
- 4.4 Any changes in VAT rates will be passed on.

Article 5 Cancellation

- 5.1 If, after an agreement has been entered into and before delivery has taken place, the hirer wishes to cancel the agreement, the following percentages of the total hire fee will be charged as cancellation costs:
 - for cancellation more than 48 hours before commencement of the hire period 0%;

- for cancellation within 24 hours of commencement of the hire period 30%;
- for cancellation on the commencement date of the hire period 100%.

These cancellation charges will not affect the supplier's right to complete compensation of any loss incurred, including lost profits.

Article 6 Payment

- 6.1 Unless agreed otherwise in writing, payment must be made within the agreed time, without any discount. The date shown on the supplier's bank or giro statement will be regarded as the date on which payment has been received.
- 6.2 All payments made by the hirer will in the first instance serve to settle any outstanding interest and collection costs incurred by the supplier and then to settle the oldest outstanding invoices.
- 6.3 If
- a. the hirer is declared insolvent, assigns his or her assets, has been granted debt adjustment under the Debt Management (Natural Persons) Act, applies for a moratorium, or all or part of the hirer's property is attached or the hirer's business is wound up;
 - b. the hirer dies or is placed under guardianship;
 - c. the hirer fails to fulfil any obligation which applies by virtue of the law or of these terms and conditions;
 - d. the hirer fails to pay an invoice amount or part of an invoice amount within the stipulated time limit;
 - e. the hirer provides incorrect information when or after entering into the agreement and this information is such that the supplier would not have entered into the hire agreement or would not have agreed to the same conditions if the correct information had been provided;
 - f. the hirer decides to cease business operations or to transfer his/her/its business or a significant part of it, including transfer of the business to a new or already existing company, or decides to change the object of his/her/its business, then solely on the grounds of the occurrence of one of the circumstances set out above the supplier will be entitled either to terminate the agreement or to claim payment in full, immediately and without any warning or notice of default, of any amount owed to the supplier for services rendered, without prejudice to the supplier's right to compensation of costs, losses and interest.

Article 7 Interest and Costs

- 7.1 If payment is not made within the agreed time limit, the hirer will be in default by operation of law and from the due date onwards will owe interest of 1.5% for each month or part of a month on the outstanding amount until the whole amount has been paid, unless the commercial interest is higher, in which case the commercial interest will apply. For each hire period which is not paid within the agreed time limit the hirer will also owe EUR 4.60 for administrative costs.
- 7.2 If the hirer is in default or has failed to fulfil his/her/its obligations in time, all reasonable costs incurred to reach an out-of-court settlement will be payable by the hirer. The

extrajudicial costs will be calculated in accordance with the collection rates recommended by the Netherlands Bar Association in collection cases, with a minimum of EUR 450.

7.3 All reasonable legal and enforcement costs will also be payable by the hirer.

Article 8 Complaints

8.1 Complaints will only be accepted by the supplier if they have reached the supplier in writing or by email within 24 hours of the complaint arising, with a detailed statement of the nature and grounds of the complaints.

8.2 Complaints about invoices must be lodged in writing, within seven days of the invoice date.

8.3 After the time limits referred to above, the hirer will be deemed to have approved the item or the invoice, respectively.

8.4 If the supplier finds that the complaint is valid, the supplier will immediately take adequate measures.

Article 9 The hired items

9.1 The supplier undertakes to supply specified items on hire to the hirer and the hirer undertakes to take these items on hire from the supplier.

9.2 The hirer undertakes to pay the agreed hire price and the fees and costs arising from this agreement and these terms and conditions and to return the hired items after the hire period has expired, subject to the provisions set out below.

Article 10 The hire period

10.1 This article does not apply to 'short-term hire agreements'.

10.2 The supplier and the hirer enter into the hire agreement for a fixed period of 12, 24, 36, 48 or 60 months. The hire period is a minimum of 12 months and begins on the agreed day of delivery and ends on the agreed day of return or the agreed day of purchase. If a free period has been agreed, the agreement begins after the free period has expired.

10.3 If the hired items are brought back before the agreed hire period has expired, the hire fee for the whole agreed hire period will still be payable, unless the parties have agreed otherwise. If the parties have agreed otherwise, an additional sum of EUR 75 including VAT will be charged for administrative costs.

10.4 The hirer may not terminate the agreement before the hire period has expired.

10.5 If the hirer does not wish to extend an agreement, at least one month's notice must be given before the expiry of the hire period. If notice of termination of the agreement is not given in time, the agreement will be automatically renewed for 12 months.

10.6 If for some reason the hired items are not picked up by the hirer on the agreed pick-up date, or it has not been made possible for the supplier to supply the hired items in time, to the extent that the supplier has assumed responsibility for delivery, the hire fee for the whole agreed period will still be payable, and the hired items will be kept available at the expense and risk of the hirer. If the hirer fails to pick up the hired items within 4 days, the

supplier will be entitled to do as it pleases with the items, while the agreed hire fee will remain payable in full.

- 10.7 During the hire period the hirer may extend the 12-month hire agreement to a hire period of 24, 36, 48 or 60 months. The new hire period will take immediate effect, that is, it will take effect as of the first day of the next hire month.
- 10.8 When extending the hire agreement, the hirer will not be entitled to a pro rata refund of the old hire fee.
- 10.9 The hirer may not make use of the extension option if he/she/it has not fulfilled all his/her/its obligations to the supplier under the hire agreement.
- 10.10 The supplier retains the right at all times to decline to renew the hire period after it has expired.

Article 11 Purchase option

- 11.1 After regular and valid termination of the hire agreement, the hirer will be entitled to purchase the hired items for the purchase price included in the hire agreement. The purchase option depends on the hire period chosen and included in the hire agreement. When a hirer gives written notice of termination of the hire agreement, he/she/it must immediately state whether he/she/it wishes to make use of the purchase option.
- 11.2 The hirer may not make use of the purchase option if he/she/it has not fulfilled all his/her/its obligations to the supplier under the hire agreement.
- 11.3 Ownership rights of the hired items are transferred to the hirer only after the hirer has fulfilled all his/her/its obligations to the supplier under the hire agreement, the purchase agreement and these general terms and conditions.

Article 12 Availability

- 12.1 The hired item remains the property of the supplier, unless it is supplied on the basis of a purchase agreement.
- 12.2 The supplier will ensure that the hired items meet any relevant statutory provisions.
- 12.3 From the commencement of the hire period onwards the hired items will be made available at the supplier's storage space or warehouse. The hirer has the right to inspect the hired items or have them inspected before taking possession or delivery of them. If the hirer does not make use of this right, the hired items will be considered to have been supplied in good condition, fully and as agreed.
- 12.4 If the supplier is in charge of shipping the items, the hirer must ensure that the delivery site is readily and promptly accessible to lorries and other means of transport used and that the supplier and its personnel are authorized to enter the delivery site and unload the hired items there.
- 12.5 The hirer is liable for any damage to the site or to goods located there.

Article 13 Maintenance and repairs

- 13.1 During the hire period any necessary repairs and maintenance will be carried out by the supplier; the hirer must provide access to the items for this purpose.
- 13.2 If possible, maintenance and repairs will be carried out at the hirer's premises. If the hired items are taken away by the supplier for the purpose of maintenance and repair, then provided the hirer is not at fault, the supplier will provide a temporary replacement for the item or refund part of the hire fee.
- 13.3 If the hirer fails to fulfil its obligations under the hire agreement and these terms and conditions, the supplier will be entitled to suspend the maintenance or repair work.
- 13.4 Maintenance and repair caused by improper use of the hired items will be entirely at the expense of the hirer.
- 13.5 If the work must be carried out as a result of improper use by the hirer, the supplier will not provide a replacement for the item and the hirer will not be entitled to a refund of the hire fee for the duration of the work.
- 13.6 Lamps will be replaced free of charge by the supplier within 48 hours of delivery if they are faulty. Other parts, with the exception of filters, will be replaced free of charge if necessary and if the defect is due to normal wear and tear.

Article 14 Hirer's risk

- 14.1 Throughout the whole hire period the hirer will bear the entire risk – including transport risk – in the hired items, regardless of what event, action or omission may have caused any loss, thus also in cases of force majeure. The hirer will be obliged to pay for any damage to the hired items on the basis of their value when new.
- 14.2 The hirer is obliged to insure the hired items and to keep them insured against theft and damage, including damage caused by fire, explosion or water, and to make the insurance policy available for inspection on demand. If the hirer fails to do so, the supplier will be entitled to terminate the agreement. The insurance proceeds paid by the insurer will constitute replacement of the hired items and will go to the supplier.
- 14.3 In the event of damage the hirer must limit the damage as much as possible. Any damage must be reported to the supplier immediately, both by telephone and in writing. In the event of theft or vandalism the hirer must report the occurrence to the police immediately on the supplier's behalf and provide the supplier with a copy of the police report.
- 14.4 Any loss incurred by the supplier as a result of failure by the hirer to fulfil its obligations under the agreement will be at the expense of the hirer. The supplier will not pay compensation for damage to property of the hirer.
- 14.5 If any public area or site belonging to third parties is used during the hire period, the hirer will be obliged to ensure that the title-holder has granted any permission or licence required.
- 14.6 The hirer indemnifies the supplier against any claims brought by third parties in connection with the hired items.
- 14.7 The supplier will never be liable for damage to or loss of data or software belonging to the hirer.

- 14.8 The supplier will never be liable for direct and/or consequential damage to or loss of data or software installed in equipment by the hirer.

Article 15 Use

- 15.1 During the hire period the hirer must use and maintain the hired items with due care and in accordance with their nature and purpose, and must secure them against theft and damage.
- 15.2 If the hirer observes any defect in or damage to the hired items, he/she/it must report it to the supplier immediately in writing. The hirer will be fully liable for any loss incurred by the supplier as a result of failure on the hirer's part to report some defect or damage.
- 15.3 The hirer may not break any seals or locks placed on the item by the supplier or manufacturer or make any alteration to the exterior or interior of the item, repair it or have it repaired. During the hire period all repairs will be carried out by the supplier.
- 15.4 Only repair costs due to normal wear and tear and repair of defects already known before commencement of the hire will be at the expense of the supplier. All costs resulting from overloading and/or incompetent or careless use will be payable by the hirer. Any defects must be reported to the supplier at once in writing. During the hire period the supplier will at all times be entitled to check the condition and usage of the hired items. Upon request the hirer will grant the supplier access to the hired items without delay.
- 15.5 Without the explicit written permission of the supplier, the hirer is not permitted to take the hired items out of the Netherlands or to allow any third party to use them, to move them to a different address without the supplier's written permission, to pledge, sell or subhire them, or to partially or wholly transfer any right under the hire agreement to third parties.

Article 16 Return

- 16.1 After notice has been given in writing and the agreement terminated, the hired items must be returned, complete and in good condition, to a location designated by the supplier, unless the hirer is exercising a purchase option.
- 16.2 After the hire period has expired and notice of termination has been given in writing, the hirer must return the hired items during office hours, in their original condition and cleaned, complete and undamaged, to the supplier's storage space or warehouse or to an agreed return address, where the hirer will be given a receipt as proof of return delivery.
- 16.3 If the hirer fails to comply with the obligation to return the items, the hirer will be liable for all ensuing losses and costs, including the supplier's lost profits. Subject to the same terms, when returning the hired items to the supplier the hirer is obliged to return any documents or accessories which go with them.
- 16.4 If the hirer fails to return the hired items on the agreed date, the supplier will be entitled to terminate the agreement without notice of default and without judicial intervention, and to recover the hired items or have them recovered immediately, wherever they may be, without prejudice to the supplier's right to charge the hirer for the loss thus incurred. Should this situation arise, the supplier will immediately check the hired items for any damage or defects. The supplier will notify the hirer at once of its findings as regards the condition of the hired items and enable the hirer to inspect the hired items.

Article 17 Liability

- 17.1 During the hire period the hired items will be exclusively and wholly at the risk of the hirer.
- 17.2 The supplier will bear no liability other than that provided for in these terms and conditions.
- 17.3 The supplier will not be liable for any loss suffered by the hirer or third parties as a result of force majeure, disruption in the supplier's company, default or delay in delivery, or replacement or repair if it has been necessary due to normal wear and tear of the hired items.
- 17.4 If for any reason whatsoever the supplier replaces the item with a similar item, the hire agreement will remain in force under the old terms and conditions of hire, unless the parties agree otherwise.
- 17.5 Any liability of the supplier to the hirer will be limited to the amount covered by the supplier's insurance for this liability. Any liability which exceeds this amount or which is not covered by insurance is explicitly excluded.
- 17.6 The hirer must use the hired items in accordance with the user instructions. Any injury of persons or damage to items caused by improper use will be wholly at the risk and expense of the hirer.
- 17.7 The supplier will never be liable for consequential loss.
- 17.8 Any claims for compensation must be submitted to the supplier in writing as soon as the loss in question has occurred.
- 17.9 The limitations of liability for loss referred to in these terms and conditions do not apply if the loss is attributable to wilful misconduct or gross negligence on the part of the supplier or its employees.

Article 18 Termination

- 18.1 If the hirer fails to meet any obligation under this agreement or fails to meet it in time or violates the agreement, it will be regarded as being in default by operation of law and the supplier will be entitled, without prejudice to its right to full compensation of any loss, to terminate the agreement with immediate effect, without judicial intervention and by means of a single notice addressed to the hirer. The hirer is then bound to return the hired items immediately.

Article 19 Transport/Risk

- 19.1 If and to the extent that the supplier assumes responsibility for transport, shipping, packaging, etc., then unless the hirer has given the supplier specific instructions, the supplier will determine how the items are to be transported, shipped, packaged, etc. Unless otherwise agreed, the hirer will bear all associated risks, including that of any fault or negligence on the part of the carrier.
- 19.2 Any specific wishes of the hirer regarding transport or shipping will only be carried out if the hirer has stated that he/she/it will pay the additional costs involved.
- 19.3 The supplier is entitled to charge an additional fee for reusable packaging materials, which will be stated on the invoice. If the supplier charges a fee of this sort, it will be deducted after the packaging has been returned in undamaged condition.

Article 20 Personal data

- 20.1 The supplier may process the hirer's personal data in connection with the hire agreement and the purchase agreement. In addition, the hirer gives the supplier explicit permission to use these details for marketing purposes. In the context of the execution of the agreement, the supplier is entitled to provide third parties with the data required for acceptance, debt collection, service provision, statutory obligations, etc.
- 20.2 The hirer is at all times entitled to ask the supplier for information about the personal data he/she/it has recorded and processed. The hirer may ask the supplier in writing to alter, supplement, block or remove these data. For this purpose the hirer can make use of the address details provided on the supplier's website.

Article 21 Applicable law

All our offers and agreements and their execution are exclusively governed by Dutch law.

Article 22 Translations of these terms and conditions

Only the Dutch-language version of these terms and conditions is legally valid. If a translation differs in any way, the Dutch text will prevail.

Article 23 Disputes

Any disputes arising from or connected with the hire agreement to which these terms and conditions apply will be settled by the competent Dutch court in the supplier's place of business. Nevertheless, the supplier is entitled to bring the dispute before the court which has jurisdiction according to the law.

Article 24 Amendment to and location of the terms and conditions

These terms and conditions have been filed at the office of the Utrecht and District Chamber of Commerce under no. 30041604.