

## **GENERAL RENTAL AND SALES CONDITIONS (2019.1)**

### **A. GENERAL RENTAL CONDITIONS:**

General provisions between the company IDELCO nv, with registered offices at Bosveldstraat 4, B-8750 Zwevezele (VAT BE 0876 332 444), hereinafter referred to as the Lessor or IDELCO, and the customer, hereinafter referred to as the Lessee:

#### **1. General**

These general terms and conditions, which form a whole together with the special terms and conditions, apply to all offers, contracts and (rental) agreements of IDELCO as well to their implementation and associated service agreements. None of the provisions set out in the letters sent by the Lessee may deviate from these, except for express and precise stipulations to the contrary in the quotations or contracts of the Lessor or in the special administrative provisions in force within the context of special specifications or in accordance with the rules on public contracts.

Deviating stipulations and agreements are only valid if they have been explicitly accepted by IDELCO. Any orders accepted by our representatives are only binding once the order confirmation has been signed by the managing director of IDELCO and/or his expressly authorised representative.

#### **2. Administrative permits - building permits**

The Lessee is deemed to have completed all necessary administrative formalities required for the installation of the equipment at the site, in which case IDELCO rejects all responsibility in case of issues or delays in obtaining the administrative permits, formalities and/or documents.

The Lessee in this context undertakes to submit the proof of the required permits before the delivery and must inform IDELCO in advance of any issues related to obtaining these permits. If the Lessee fails to do so, IDELCO has the right to suspend the delivery or the implementation of the work at the risk and account of the Lessee. We will never be responsible in case of problems or delays in obtaining the administrative permits, formalities and/or documents.

#### **3. Delivery - accessibility - safety of the delivery location**

The delivery and implementation periods are only indicative and will not bind IDELCO. The delivery and implementation periods will only take effect from the time of receipt of the implementation plans and materials and/or equipment approved in writing by the Client, even if IDELCO has already started the work.

If the contract is carried out in phases, we have the right to suspend the implementation of the next phase until the previous phase has been approved in writing. In case of additional work or an additional contract, the delivery and implementation periods will be extended pro rata with the period needed for the implementation of this work. The Client is responsible for the accuracy of the site address. The goods are transported at the risk and account of the Client. All costs associated with the transport from and to the site, loading and unloading, assembly and disassembly, will be borne by the Lessee.

Before each delivery, the Client will inform IDELCO of the safety regulations in force at the site concerning the reception of external companies (prevention plan, safety protocol, instructions).

The Lessee must check in advance whether the site is freely accessible to the vehicles of the Lessor and whether there is sufficient space for loading and unloading manoeuvres.

The Client must ensure that the goods can immediately be delivered upon arrival at the site and can be stored or placed safely, taking into account the dimensions of the truck, the goods to be delivered, and the surface.

If permits or additional transport, crane activities, loading or unloading manoeuvres or other activities are required due to a lack of information or failure to report problems, these will be for the account of the Lessee.

The Client must ensure that the site is accessible in order to allow the normal implementation of the work in a safe manner. Unnecessary relocation costs and overly long waiting times (more than 20 minutes) will be charged. Storage costs will be charged if the goods are not collected by the Client or cannot be delivered by IDELCO at the agreed time. The invoice will also become immediately due and payable in that case.

The following logistical concerns must be considered for the transports that are carried out in accordance with the rate in effect on the date of delivery and/or collection.

- Accessibility of site;
- Trucks with an open loading floor, axle load of at least 10 tonnes, may not experience any problems on the (paved) surface;
- Minimum headroom of 4.20 metres — free height for manoeuvring is at least 9.0 metres;
- Minimum passage width, lanes, of 3.50 metres;
- No barriers or parked vehicles, waste containers or the like that obstruct the delivery/collection or access;
- Insufficient signalling if the equipment is on public roads;
- Insufficient load-bearing capacity or underground wells for loading or unloading;
- If IDELCO may not load/unload directly with a crane truck, a crane will be ordered at the expense of the Lessee;
- Cables or high-voltage lines that obstruct crane operations;
- Protection of the surface (road plates) during the loading/unloading manoeuvres are at the expense of the Lessee, as well as associated damage or consequential damage to the surface;
- Exceptional transport for delivery/collection in accordance with the GG on transport;
- When placing the modular constructions, a tolerance of 1 cm per linear metre of the structure must be present on paved and landscapes adjacent grounds;
- The placement of support or foundation points, including calculation, design and verification will be for the account of the Lessee;

Delays in the implementation do not give the Client any right to compensation or dissolution of the agreement. Situations of force majeure (both at IDELCO, our suppliers or carriers) such as but not limited to war, mobilisation, riots, strikes, road blockades and lockouts, machine breakdowns, fire, supply difficulties concerning raw materials, resources and energy, and limitations or prohibitions imposed by the authorities, will suspend the fulfilment of our obligations.

All goods must be collected within the agreed periods, or IDELCO will have the right to dissolve the contract or to consider it dissolved without notice or default or any other notification to this effect being required, and to demand payment of the order amount, increased by any storage costs and any other costs incurred by IDELCO in this respect.

Storage costs will be charged at the rate of EUR 250 per unit/module from the month after the original delivery date. If the goods still have not been collected after a period of sixty (60) days after the original delivery date, IDELCO will have the right to dissolve the agreement without prejudice to the application of the provisions set out in other articles.

#### **4. Use and maintenance**

The minimum rental period of the goods to be invoiced is 1 month (unless otherwise agreed in writing). The minimum notice period of the goods is 14 business days (unless otherwise agreed in writing).

The goods will be delivered in perfect condition. The Lessee or its representative must be present upon the delivery or collection of the equipment to ensure the condition of the equipment can be recorded by both parties. If the Lessee is not present, the equipment will be deemed to have been delivered in good condition.

The Client is, therefore, required to verify the condition of the goods upon their arrival and is responsible for any recourse against the carriers.

Dimensions or data, drawings or versions indicated in our catalogue or on our website are not binding, unless expressly agreed upon when placing the order and confirmed by IDELCO.

The rental period starts when the equipment is accepted and made available.

Any complaints must be reported in writing within 24 hours after delivery/collection.

Depending on the use of the rented equipment, the administrative authorities and all competent organisations may demand special features: fire extinguishers, safety or emergency lighting, water supply points, panic locks, parapets or any other equipment. Such facilities will be invoiced in this case.

Electrical and sanitary connections (utility pipes) and any costs for the installation of foundations will be borne by the Lessee.

IDELCO and/or its sub-contractors cannot be held liable for delays and/or partial deliveries of the equipment.

The use of the goods is entirely at the risk of the Lessee. The Lessee is held to properly insure the rented goods against all possible risks and must explicitly mention the Lessor as co-insured in its policy.

The Lessee may not make any changes, modifications or additions to the delivered goods without the prior written permission of the Lessor. The Lessee may not place any additional equipment on roofs or make changes to the structure on the inside and outside of the goods. No stickers or signs may be placed on the unit. A removal fee of € 50 will be charged for each sticker and € 150 for each hole or damage to a panel.

The Lessee is responsible and must always treat and maintain the goods as a good caretaker until the end of the rental period. The Lessee must also ensure the maintenance of rain pipes, drains and the cleaning of gutters.

The Lessee must ensure periodic inspections of electrical equipment, water connections, fire extinguishers and emergency lighting, as well as accessories throughout the rental period.

The Client will always and in all respects be responsible for the installation of the needed signs and will indemnify IDELCO against any damage caused by a defect in them.

The Lessee will be responsible for all damage to the goods, even if it has been caused by force majeure or coincidence and/or by third parties. The Lessee is required to pay for the damage caused to the goods within eight days after presentation of the repair invoice.

The goods will be deemed to have been delivered in a clear condition. Any comments in this respect must be recorded on the delivery note. The cleaning costs will be charged without prior notice upon collection.

#### **5. Subletting and ownership**

The goods are the property of the Lessor. The Lessee must ensure and is required to indicate the site where the equipment is located in order to enable inspections by representatives of the Lessor at all times.

The Lessee may not sublet the goods, or offer them for sale, sell them, dispose of them or otherwise encumber them with any security. The Lessee may not move the goods to another location.

Repairs or modifications to the rented goods may only take place by staff of or subcontractors appointed by the Lessor.

At the end of the rental period, the time and usage loss caused by repairs will be charged to the Lessee based on the specifications.

The Lessee undertakes to register the goods in its records as rental equipment and present them as such on all occasions. The Lessee must refrain from all possible transactions concerning the goods, regardless of whether it concerns (a) sale, deposit, lien, transport, borrowing or loan. In case of imminent attachment levied on one of the goods, the Lessee undertakes to present this agreement to the attaching party or its representative and expressly state that the goods are and remain the exclusive property of IDELCO. The Lessee is required to immediately inform IDELCO without delay of the imminent attachment to ensure IDELCO can take the necessary measures to protect its property.

#### **6. Price - payments - reservation of ownership**

The prices set out in our order form or quotation are in Euro and do not include VAT or any levies, taxes, duties, interest and customs costs, which will always be borne by the Client. The quotation will only bind IDELCO after written acceptance of the Client and will only be binding once the order confirmation has been signed by the managing director of IDELCO and/or his expressly authorised representative. The quotation will expire if the Client fails to sign it within 30 days of it being sent, unless the quotation contains a shorter period for acceptance.

The prices in our quotation cannot be considered as absolute fixed fees. The prices are also based on the then current values of wages and goods/items. If these change, we reserve the right to charge these changes. If the Client does not accept the changed prices, the order form or quotation will expire. No compensation can be claimed from IDELCO for this.

If the implementation plans are changed and/or incorrect information is provided based on which the quotation was drawn up, we have the right to adapt our prices to the requested implementation. If the Client wishes a different invoice which is not based on the data on the order form or quotation, an administrative fee of € 50 will be charged. The Lessor reserves the right to demand a payment guarantee (advance, deposit, bank guarantee, direct payment, ...) before the delivery or during the term of the agreement. This amount is not subject to interest and cannot be considered an advance on the rental fees and will be returned within 14 business days after receipt of the goods by the Lessor and corresponding inspection.

The rent instalments must be paid before the expiry date on an account with a banking institution designated by IDELCO. All invoices are payable in full and without any right to deduction of securities payable to the company within thirty (30) days of the invoice date, unless expressly stipulated otherwise.

If no payment has been made on the due date, the Lessee will owe IDELCO a default interest in accordance with applicable legislation for payment arrears in commercial transactions on all amounts due. The default interest will also apply during an extension to the agreed payment period as expressly granted to the Lessee by IDELCO or by a court order. Payment of this default interest will not grant the Lessee the right to suspend payment of the principal. An extension to the payment period will never result in novation of debt. Even if the Lessee has been granted an extension to the payment period, the Lessor may charge a lump-sum compensation of 10% of the amount due with a minimum of EUR 250 as compensation for the increased administrative costs and expenses (including reasonable costs for legal assistance outside proceedings) in relation to the claim. Any failure to pay an invoice on its due date will, without notice of default being required, automatically cancel any already granted periods of invoices in arrears and make all invoices immediately due and payable. In addition, the Lessor will in these cases, and/or if the Lessee becomes insolvent or if its credit is revoked, have the right to amend the payment conditions with immediate effect to demand cash payment for each new delivery and, if necessary, demand in writing that the Lessee provides adequate security. If the Lessee fails to (adequately) comply with the new payment conditions of the Lessor or is unable to provide sufficient security, the Lessor may, at its discretion, suspend all further deliveries until full payment has taken place and, if necessary, sufficient security has been received, or cancel all current product orders without having to pay any form of compensation. Complaints by the Buyer will not result in the right to suspend the full payment of the invoice or any amounts due.

The Lessee will not be able to invoke set-off concerning the timely payment of the rent instalments. The Lessee will not be able to suspend the payment by invoking any defectiveness of the rented goods.

The goods may not become immovable properties based on their destination or incorporation. Nevertheless, the Client will bear the risk of loss, theft, damage or destruction of the goods from the moment of delivery.

At the request of the Seller, the Buyer will draw up all documents and perform all actions necessary or desirable to enforce the reservation of ownership of the Seller in the country of its own customer. Irrespective of any reservation of ownership, the burden of storage and the risk of damage, destruction or loss of the purchased goods or any part thereof will always transfer to the Buyer once the goods have been delivered to him in accordance with the agreed Incoterms, regardless of the identity of the carrier.

The paid advances will fall to IDELCO to compensate for possible losses. Storage costs will always be charged.

All studies, plans, documents, sketches, drawings, samples and designs will remain our property and be protected by intellectual property rights. If these are provided to the Client, they may not be abused by the Client or any third parties. They must immediately be returned upon simple request. The Lessee explicitly accepts that IDELCO has the right to use the client name and the drawings, plans, sketches and/or pictures of the provided modules as reference in any medium for advertising purposes without having to pay the Client any form of compensation. The Client is liable for any possible misuse and IDELCO reserves the right to claim compensation.

#### **7. Insurance**

From the moment of delivery and during the entire term of the rental agreement until the collection (end of rental contract plus three business days) of the rented equipment, the Lessee will, as the holder and legal administrator of the rented equipment, bear the full responsibility for all damage, fire, loss, theft or destruction, regardless of the cause, both for its own account and for the account of the Lessor.

The Lessee will take all measures to protect the goods against fire, water damage, frost, theft and other hazards.

The Lessee undertakes to insure all goods against all cases of damage, fire, loss, theft or destruction, vandalism and the like. The insurance policy and proof of payments must be presented to IDELCO at its request.

The Lessee must always defend, indemnify and reimburse IDELCO voluntarily and at first request for and against all losses, damage, costs, complaints and procedures of any kind that occur in the context of this agreement, both directly and indirectly.

The Lessee must take out an insurance for an amount which is not less than the full new value plus contents of the goods to replace the rented equipment.

Damage and losses that cannot be compensated based on the conditions of the policy taken out by the Client/Lessee will never be paid by IDELCO and will remain the responsibility of the liable party. The contractual exemptions of IDELCO within the framework of the insurance policies will always be borne by the Lessee.

All policies of the contracting party must be concluded with waiver of the right of recourse against IDELCO.

#### **8. Repairs**

All repairs to the rented equipment may only be carried out by the staff of the Lessor. These repairs will be carried out based on the repair rates in effect at that time.

#### **9. Termination of the rental agreement**

The termination of the rental agreement must be immediately communicated to the Lessor in writing.

The Lessor has the right to inspect this equipment for a period of 4 business days after receipt and repair any defects at the expense of the Lessee. These repair costs will be deducted from the deposit or invoiced.

In case of premature return before the end of the agreed rental period, IDELCO may retroactively adjust and offset the rent balance. The termination of a rental agreement concerning one module must take place at least fourteen (14) business days in advance by e-mail or written notice.

The termination of a rental agreement concerning interconnected modules must take place at least fourteen (14) business days in advance by e-mail or written notice. IDELCO reserves the right to collect (or outsource the collection of) the modules and/or goods within three (3) days after the end of the rental agreement.

If the agreement is terminated or dissolved by the Client, it will owe a fee equal to the already performed work and the already purchased materials for the site in question, increased by a fee of 25% of the agreed total rent for the entire rental period. A minimum fee of 15% of the agreed total rent for the entire rental period will always be due.

#### **10. Warranty - complaints and disputes**

IDELCO equipment is covered by a warranty for a period of 6 months from the date of delivery. If the equipment has not been delivered or prescribed by IDELCO, we do not bear any liability for the quality and selection of this equipment. Any shortcomings, even in the implementation, due to the selection or the prescription of wrong, unsuitable or inferior equipment will be borne by the Client. This also applies to possible conceptual errors if the plans and drawings were not drawn up by IDELCO or if they were drawn up in accordance with the specific wishes of the Client. If the assembly is carried out by the Client or third parties, errors in the installation will be deemed to have been caused by the assembly, subject to proof to the contrary. The Client will indemnify IDELCO against claims of third parties based on damage caused by the work without any mistakes attributable to IDELCO.

IDELCO will never grant any warranty on the performance of the rented equipment.

All comments and complaints about defects must be submitted to our company by registered letter within 8 days in order to be valid. If this is not the case, they will not be accepted. This provision also applies to any objections against invoices.

If IDELCO accepts the validity of the complaint, our obligations will be limited to repairing the contested equipment to the exclusion of all other damage.

If the invoice is challenged on time and on valid grounds by the Client, the Client will only have the right to refrain from paying the contested amount concerning the contested part of the invoice. The remainder is and will remain payable;

Our obligation to resolve shortcomings in the delivered goods and equipment does not extend beyond that of our suppliers and sub-contractors. We will never be required to provide a guarantee:

- if the owner or third parties have carried out repairs or modifications;
- in case of incorrect use, lack of maintenance, or the incorrect handling of the goods, products, equipment, contents and/or appliances;
- for damage caused by force majeure;
- in case of the addition and use of additional parts/equipment in a manner which is not in accordance with our or the technical requirements of the supplier;
- in case of acts or wilful misconduct of any person, including the Client or its employees;
- in case of any deviating use of the goods, products, materials, contents and/or appliances than reasonably foreseeable, taking into account their properties, except if we have accepted this use in writing no later than the conclusion of the agreement;
- in case the materials and appliances are provided by the Client;
- in case of frost or moisture damage;
- in case of scratches or external damage found after the delivery note was signed;

Only damage to parts delivered and installed by IDELCO will be considered once our fault has been proven. In these cases, we will only deliver or install new products or parts once the old products or parts have been returned.

Any type of consequential damage, water damage, business interruption and the like are not eligible, as well as damage to works

and properties of third parties, except those that are covered by any insurance taken out by IDELCO.

We will never be held to pay any fines for delays imposed on the Client.

The nullity or unenforceability of one or more provisions of this agreement does not affect the validity and enforceability of the remaining provisions of this agreement or the agreement as a whole. Any null or unenforceable provision will be replaced in mutual consultation between the parties by a valid provision which is as close as possible to the original intent of the void or unenforceable provision.

In case of disputes, only the laws of Belgium will apply to the contracts. Only the courts in Belgium, the district of Ghent, department of Bruges, is competent without prejudice to the right of IDELCO to sue the Client in the court competent in the place of residence of the Client or competent in the place where the disputed agreement has been concluded or must be implemented.

All data you share with IDELCO will be used to implement our agreement. The data will only be shared with our partners for the implementation of the agreement. IDELCO will occasionally use your contact details to provide you as a reference and/or to inform you of any campaigns or news. You will always have the option to unsubscribe by contacting your case manager.

#### **B. GENERAL CONDITIONS OF SALE:**

General provisions between the company IDELCO nv, with registered offices at Bosveldstraat 4, B-8750 Zwevezele (VAT BE 0876 332 444), hereinafter referred to as the Seller, and the customer, hereinafter referred to as the Buyer:

##### **11. General**

The above articles will apply in full to the purchase or sale of goods (with the proviso that the term Lessee will be read as the Buyer and the term Lessor will be read as the Seller), but the following articles apply in particular.

##### **12. Prices**

All price offers or orders that are accepted by our sellers, agents and sub-contractors will only be accepted after they have been signed and confirmed in writing by the managing director of IDELCO and/or his expressly authorised representative. The order confirmation will be deemed to be an accurate representation of the agreement if no written objections are made within 2 business days after the day on which the confirmation is sent. All prices will always exclude VAT and all levies, taxes, charges, interest and customs costs.

##### **13. Reservation of ownership**

Goods that have been delivered, are being produced, or still have to be delivered will remain the property of IDELCO until they have been paid in full. The reservation of ownership of the goods will transfer to the Buyer once the price and any associated costs have been paid in full to the Seller. Until the Buyer has acquired ownership of the goods, it will make sure that the goods in its possession are at all times immediately identifiable by the Seller or its representative as being the property of the Seller. In case of resale, the Seller reserves the right to claim the amount corresponding to the value of the resold goods, in particular any associated amounts. The resold goods will continue to be subject to the reservation of ownership if they are in the possession of third parties. At the request of the Seller, the Buyer will draw up all documents and perform all actions necessary or desirable to enforce the reservation of ownership of the Seller in the country of its own customer. Irrespective of any reservation of ownership, the burden of storage and the risk of damage, destruction or loss of the purchased goods or any part thereof will always transfer to the Buyer once the goods have been delivered to him in accordance with the agreed Incoterms, regardless of the identity of the carrier.

##### **14. Complaints**

All complaints and objections must be sent to the registered offices of IDELCO within 8 business days after delivery of the equipment.

##### **15. Quotations and offers**

All quotations and offers are merely indicative and cannot be considered binding.

##### **16. Risk**

All goods will always be shipped at the risk of the Buyer, co-contractor or customer, even if they are shipped free of charge.

##### **17. Delivery period**

The indicated delivery period or implementation periods will always be approximate and will not bind IDELCO. Late deliveries cannot result in compensation. In case of force majeure (bad weather, storage shortage, ...) our company may decide to suspend or even cancel the concluded agreement. Deliveries of goods or services by third parties or sub-contractors are not our responsibility.

#### **18. Cancellation**

In case of cancellation by the customer of an order or implementation agreement, it will owe a lump-sum of 35%, increased by any actual damage.

#### **19. Delivery note**

Signing the delivery note or document of IDELCO by the Buyer or its representative means acceptance of the goods in perfect condition.

#### **20. Dimensions – weights – capacities**

The weights, capacities and dimensions of the goods, units, products and components may vary based on the different combinations and their nature.

#### **21. Warranty**

Sale of second hand equipment always takes place 'in the current conditions as known by the buyer'. No warranty of any kind will be granted. Unless otherwise and explicitly granted in writing in the sales contract.

Sale of new equipment: The warranty period will always be stated on the contract.

This warranty is limited to the free repair or replacement of the components, such at the discretion of the Seller. The working hours and the transport and travel costs are not covered by the warranty. The defective good or component must be delivered to IDELCO or its workplaces free of charge in order to investigate the equipment or construction errors of the supplier.

The warranty does not cover documents, damage or accidents due to abnormal use, overloading, lack of maintenance, inexperience or forgetfulness of the user and/or operator.

#### **22. Payments**

All invoices must be paid before the due date or will result in a claim for damage in accordance with the provisions of Article 6 above.

If no payment has taken place on the due date, the Buyer will owe the Seller a default interest in accordance with applicable legislation for payment arrears in commercial transactions on all amounts due. The default interest will also apply during an extension to the agreed payment period as expressly granted to the Buyer by the Seller or by a court order. Payment of this default interest will not grant the Buyer

the right to suspend payment of the principal. An extension to the payment period will never result in novation of debt. Even if the Buyer has been granted an extension to the payment period, the Seller may charge a lump-sum compensation of 10% of the amount due with a minimum of EUR 250 as compensation for the increased administrative costs and expenses (including reasonable costs for legal assistance outside proceedings) in relation to the claim. Any failure to pay an invoice on its due date will, without notice of default being required, automatically cancel any already granted periods of invoices in arrears and make all invoices immediately due and payable. In addition, the Seller will in these cases, and/or if the Buyer becomes insolvent or if its credit is revoked, have the right to amend the payment conditions with immediate effect to demand cash payment for each new delivery and, if necessary, demand in writing that the Buyer provides adequate security. If the Buyer fails to (adequately) comply with the new payment conditions of the Seller or is unable to provide sufficient security, the Seller may, at its discretion, suspend all further deliveries until full payment has taken place and, if necessary, sufficient security has been achieved or cancel all current product orders without having to pay any form of compensation. Complaints by the Buyer will not result in the right to suspend the full payment of the invoice or any amounts due.

#### **23. Nullity – Applicable law and jurisdiction – language**

The nullity or unenforceability of one or more provisions of this agreement does not affect the validity and enforceability of the remaining provisions of this agreement or the agreement as a whole. Any null or unenforceable provision will be replaced in mutual consultation between the parties by a valid provision which is as close as possible to the original intent of the void or unenforceable provision.

In case of disputes, only the laws of Belgium will apply to the contracts. Only the courts in Belgium, the district of Ghent, department of Bruges, is competent without prejudice to the right of IDELCO to sue the Client in the court competent in the place of residence of the Client or competent in the place where the disputed agreement has been concluded or must be implemented.

The parties acknowledge that the translation of the above conditions into the French, German and English languages, respectively, has been provided solely to clarify the mutual contractual obligations between them and that, despite the accuracy of the translation, the basic text was compiled in the Dutch language and that this language will prevail for interpretations and/or the purport of words, terms and/or expressions and of the entire text.