

**GENERAL RENTAL TERMS AND CONDITIONS FOR AQ-RENT BV**

Filed under no. 28/2017 at the Registry of the District Court on 13 November 2017

**Article 1. Definitions**

The following definitions apply in these General Terms and Conditions:

GTC:	these general terms and conditions
Days:	all calendar days
Machine(s):	sweepers, vacuum trucks, high-pressure water machines and other machines and/or materials rented by AQ-Rent b.v. to a Renter by virtue of contract
Renter	anyone who enters into a contract with AQ-Rent b.v. as referred to in Article 2
Contract:	any contract referred to in Article 2

**Article 2. Applicability**

These GTC apply to all lease and rent contracts that are entered into by AQ-Rent b.v., insofar as it acts as the lessor.

**Article 3. Rent period and rent prices**

- 3.A The rent contract is entered into for periods of days, weeks and/or months, unless otherwise agreed.
- 3.B If Renter does not use the machine, this is at his risk and has no influence on the payment obligations, unless this impediment is unreasonably long, at the discretion of AQ-Rent b.v., or is the result of a circumstance for which AQ-Rent b.v. can be blamed.
- 3.C Rent prices are the prices excluding VAT and additional costs (including transport) of AQ-Rent b.v. according to the price lists it uses. Different rates apply for specially-equipped machines, continuous services, Saturdays, Sundays and public holidays.
- 3.D The amount payable for rental by Renter is calculated from the day on which the machine is rented up to and including the termination date, which is the date upon which the machine is returned or collected in accordance with Article 6.1.
- 3.E If a machine is deregistered earlier than agreed, the rent price for this shorter period is due, without calculation of the possible discount for the previously agreed longer rent period.

**Article 4. Start of contract**

- 4.A Delivery takes place by making the machine available to Renter at a location clearly defined by Renter. At the start of the contract, Renter and AQ-Rent b.v. agree whether the supply and removal of the machine will be arranged by AQ-Rent b.v. or by Renter. The costs for the supply and removal of the machine will be borne by Renter.
- 4.B Renter guarantees proper accessibility of the location referred to in paragraph 1 for the relevant means of transport. If the machine cannot be delivered due to insufficient accessibility of this location, AQ-Rent b.v. has the right to charge this transportation and lost rent to Renter.
- 4.C AQ-Rent b.v. determines the exact location where the machine is placed.
- 4.D AQ-Rent b.v. is entitled to deliver a machine other than the contracted machine, provided that this other machine is deemed to be usable for Renter. AQ-Rent b.v. is not liable for any damage resulting from properties that are specific to the other machine. Renter always gives AQ-Rent b.v. the opportunity to exchange the delivered machine at a later time for the agreed machine.
- 4.E Renter signs the receipt report for correct and complete delivery and for the condition of the machine, and this report is to be handed over upon delivery. If delivery takes place in the absence of Renter, a receipt report is left with the machine. Renter must check the machine on the basis of this report and report any differences immediately by telephone and e-mail to AQ-Rent b.v.. If Renter does not return the signed receipt report before the commencement of the works, Renter declares agreement with the correct delivery and state of the machine

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and with the contents of the receipt report.

**Article 5. Use**

- 5.A As soon as the machine is made available to Renter, Renter is fully responsible and liable for the machines rented, and use thereof is at the cost and risk of Renter. Renter will take good care of the machine and protect it effectively.
- 5.B Renter will use the machine in an expert manner and only in accordance with the purpose for which it was made. If certain risks are associated with the use by Renter, Renter is required to inform AQ-Rent b.v. of this in writing at the start of the contract.
- 5.C During the rent period, Renter is obliged to observe all relevant safety regulations and other government imposed regulations. Renter indemnifies AQ-Rent b.v. for all damages resulting from the failure of Renter to comply with these regulations. Renter must personally take care of permits, driving licenses, etc., required for the use of the machine. Any costs associated with this are to be borne by Renter.
- 5.D Renter is not permitted to:
  - a. transport the machine to another location or use it for other work.
  - b. carry out repairs to the machine or replace parts and/or make other changes to the machine, subject to the express prior permission of AQ-Rent b.v. and the provisions of Article 5.5. and 5.6.
  - c. sub-rent, pledge, encumber or make the machine available to a third party in any other way.
- 5.E Renter shall ensure the machine is fully fuelled, the batteries are fully charged; the machine is also to be cleaned regularly.
- 5.F On a daily basis, Renter shall:
  - a. check the machine is working correctly.
  - b. check the level of the lubricating oil, coolant, antifreeze, battery water, hydraulic oil, brake fluid, and any other fluids, and top up if necessary in accordance with the regulations.
  - c. check the tires are in good condition and have sufficient pressure. Renter shall adjust the tires to the prescribed pressure if necessary.
  - d. inspect the condition of the machine's various fluid systems, such as hoses and couplings.
- 5.G In the event of theft of the machine, or in the event of damage, imminent damage or any defect in the machine, Renter is obliged to inform AQ-Rent b.v. immediately. In the event of theft, Renter is obliged to report this to the police immediately. If AQ-Rent b.v. suffers any damage as a result of non-compliance with this notification obligation, Renter is liable for this damage.
- 5.H Renter is obliged to make the machine available for inspection and/or maintenance other than daily maintenance at the request of AQ-Rent b.v.. Renter gives AQ-Rent b.v. permission in advance to enter the buildings and sites of Renter or the buildings and sites where the machine is located.
- 5.I If a contract has been entered into with multiple Renters, all obligations arising from the contract on the part of Renters will be jointly and severally shared.
- 5.J Renter must allow AQ-Rent b.v. to place (light) advertisements, logos or other signs on the machine. Renter is only entitled to place (light) advertising, logos or otherwise on the machine for the duration of the agreement after receiving explicit permission to do so from AQ-Rent b.v.; any advertising fees due for this are to be borne by Renter.
- 5.K During the term of the contract, the charges levied locally are to be borne by Renter.

**Article 6. End of the contract**

- 6.A Renter must deliver the machine to AQ-Rent b.v. no later than one working day before the

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end of the contract, or as earlier as Renter wishes to return the machine, unless otherwise agreed. If Renter does not hand back the machine on the day the machine is to be picked up or returned, AQ-Rent b.v. has the right to charge an extra day for rent. The contract only ends when AQ-Rent b.v. has picked up the machine or Renter has returned the machine to the AQ-Rent b.v. site and has handed it back to AQ-Rent b.v..

- 6.B Renter will clearly state the location that AQ-Rent b.v. can collect the machine, and then keep the machine ready for transportation. Renter is obliged to ensure proper accessibility of this location for the relevant means of transport. If the location is not easily accessible, and the machine cannot be collected as a result, AQ-Rent b.v. has the right to charge this drive and the lost rent to Renter.
- 6.C Renter will return the machine clean, with a charged battery and/or full fuel tank. At the end of the contract, a check takes place and AQ-Rent b.v. draws up a check report, of which Renter receives a copy in the event of deviations from the condition of the machine upon delivery. If Renter fails to meet these obligations, or the machine is otherwise not in order, any extra costs incurred by AQ-Rent b.v. shall be borne by Renter.
- 6.D If it is not possible for AQ-Rent b.v. to pick up the machine immediately, Renter must ensure the machine can remain at the pick-up location for a reasonable period of time. Possible costs related to this shall be borne by Renter. This does not affect the amount payable for the rent.
- 6.E Article 6.B, 6.C and 6.D are only valid if it has been agreed between Renter and AQ-Rent that AQ-Rent will arrange the transport.

**Article 7. Obligations of AQ-Rent b.v.**

- 7.A Without prejudice to the provisions in Article 10, AQ-Rent b.v. guarantees to Renter the reliability and good quality of the machine rented by AQ-Rent b.v.. If AQ-Rent b.v. has rented the machine from a third party, this warranty will never go beyond the warranty obligation of this third party towards AQ-Rent b.v. and the compensation this third party offers.
- 7.B If desired, AQ-Rent b.v. gives Renter advice on the machine to be rented. All advice provided by AQ-Rent b.v. to Renter is provided and executed to the best of its ability. AQ-Rent b.v. is not liable for the consequences of the advice provided.
- 7.C If Renter informs AQ-Rent b.v. of a defect or damage to the machine, AQ-Rent b.v. will immediately deal with the defect or damage. This does not apply in the event of careless or improper use, intent and/or negligence of Renter. Article 3.2 is applicable.

**Article 8. Dissolution**

- 8.A AQ-Rent b.v. has the right, without a prior notice of default being required, to dissolve the contract by means of a written statement to Renter in the event of Renter's improper fulfilment of his obligations under the contract.
  - a. Application for bankruptcy or suspension of payment by Renter
  - b. Changes to the machine by third parties
  - c. Circumstances at Renter that entail a substantial increase in the risk of AQ-Rent b.v. and/or that may impede the normal settlement of the contract.
- 8.B In the event of force majeure, AQ-Rent b.v. has the right to dissolve the contract in whole or in part without any judicial intervention, or to suspend its execution, without AQ-Rent b.v. being obliged to pay any compensation.

**Article 9. Payment**

Invoicing of the amount payable for the rent by AQ-Rent b.v. to Renter is per week or per month at the discretion of AQ-Rent b.v.. All payments to be made to AQ-Rent b.v. under these GTC must be made within 30 days of the invoice date, without any settlement for whatever reason, by crediting to the account number stated on the invoice in the currency invoiced.

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**Article 10. Liability and insurance**

- 10.A Except insofar as the law legally places the obligation for compensation on AQ-Rent b.v., and except in cases in which there is intent or gross negligence on the part of AQ-Rent b.v., AQ-Rent b.v. is not liable for:
- a. damage as a result of delayed delivery and/or the rental of a defective machine, or other actions.
  - b. damage caused by intent, fault or negligence on the part of a third party whose services AQ-Rent b.v. has used for the execution of the contract, regardless of who they work for.
  - c. Damage caused by the aids and means of transport used by AQ-Rent b.v. In those cases where AQ-Rent b.v. is liable, this is limited to the amount of the insurance taken out by AQ-Rent b.v. for a claim, or to the amount for which AQ-Rent b.v. should reasonably have been insured in accordance with the standards applicable within the industry.
- 10.B During the period the machine is under the control of Renter, Renter is liable to AQ-Rent b.v. for all damage to the machine, regardless of whether this damage is compensated by any insurance. Damage must also be understood to mean loss, misappropriation, alienation, theft and total loss.
- 10.C Renter is liable for all damage caused by or through the use of the machine during the period the machine is under the control of Renter, regardless of whether this damage is compensated by any insurance.
- 10.D Renter indemnifies AQ-Rent b.v. for the duration of the contract against all claims from third parties for compensation in connection with or for the use of the machine.
- 10.E During the period the machine is in the hands of Renter, Renter is obliged to take out complete liability and vehicle damage insurance for the machine based on the purchase value of the machine and extended to cover complete liability and vehicle damage with AQ-Rent b.v. as co-insured.
- 10.F At the request of Renter, AQ-Rent b.v. provides the complete liability and vehicle damage insurance for the machine in accordance with the policy conditions set by AQ-Rent b.v.; in that case the premium payable by Renter plus costs will be invoiced to Renter at the same time as the amount payable for the rent.
- 10.G The insurance under the Wet Aansprakelijkheidsverzekering Motorrijtuigen (W.A.M.) [Motor Vehicle Liability Insurance Act] is provided by AQ-Rent b.v. The conditions of this insurance are available for inspection at AQ-Rent b.v. The premium AQ-Rent b.v. is obliged to pay for the machine is included in the rent price under the W.A.M.
- 10.H For each event covered by one of the aforementioned insurance policies, Renter owes AQ-Rent b.v. the amount of the deductible. The amount of the deductible is €5,500.
- 10.I If the machine is lost or damaged, the damages must be paid to AQ-Rent b.v.. Renter is obliged to inform his own insurers of this obligation, as well as to provide AQ-Rent b.v. with the names and addresses of his insurers. AQ-Rent b.v. is entitled to inform insurers that insurance fees for the machine owned by AQ-Rent b.v. must be paid to AQ-Rent b.v..
- 10.J If the registration documents present in the vehicle are lost or damaged, the damages must be paid to AQ-Rent b.v.. All costs will be recovered from Renter.

**Article 11. Third-party clause**

- 11.A Renter declares to be aware of and, to the extent necessary, in agreement with the fact that the ownership of the Object may be (or will be) vested in a third party, or that the Object and/or the rights and claims arising from this rent contract may have been (or will be) pledged to a third party, as security for the payment of everything that this third party has or may have to claim from the Renter.

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- 11.B Notwithstanding the existence of this contract, Renter will hand over the Object to the third party upon first request, without Renter being able to invoke any right of retention therein, if and as soon as the third party demands delivery of the Object on grounds of non-compliance of the obligations of the Lessor towards the third party. As a result of this claim, the present rent contract will be dissolved by operation of law and with immediate effect. Delivery as aforementioned must take place at the offices of the third party or at a location designated by that third party.
- 11.C. Parties completely exclude the applicability of articles 7: 226 and 7: 227 of the Dutch Civil Code.
- 11.D. The third-party clause included in paragraphs a to c above cannot be revoked by Renter or Lessor.

**Article 12. Rental contract**

If Renter does not return a signed contract to AQ-Rent, he hereby declares tacitly to agree with the GTC.

**Article 13. Evidence**

Regarding the financial scope of the reciprocal obligations arising from contracts entered into with AQ-Rent b.v., the administrative data of AQ-Rent b.v. are decisive, unless proven otherwise by all means.

**Article 14. Applicable Law**

All contracts or contracts arising from AQ-Rent b.v. with Renter and this GTC are governed by Dutch law.

**Article 15. Jurisdiction**

The competent court in Alkmaar has exclusive jurisdiction over disputes arising from the contract entered into between AQ-Rent b.v. and Renter, unless AQ-Rent b.v. prefers to choose the competent court of Renter's place of residence.

General terms and conditions AQ-Rent b.v.  
General terms and conditions of rent

The AQ-Rent general terms and conditions of delivery and payment apply to all our quotations, orders and contracts. Filed under no. 28/2017 at the Registry of the District Court on 13-11-2017.

You can also download the AQ-Rent b.v. general terms and conditions of rent via the following link:

[AQ-Rent b.v. general terms and conditions of rent \(pdf\)](#)