

ARTICLE 1: SUBJECT – LEASE PRICES

- A) Pursuant to the Framework Agreement for the Leasing of Equipment (hereinafter the "Framework Agreement"), which refers to the current "General Leasing Conditions – Leasing for Professional Use" (hereinafter the "General Terms and Conditions"), together with the Special Leasing Conditions (which have priority over the General Terms and Conditions) and in the given case, together with other contractual conditions as described in the Framework Agreement, determine the conditions under which the Lessor leases the equipment, as described in the "Appendix to the Framework Agreement for the Leasing of Equipment – Equipment description", to the Lessee, who accepts the condition of the equipment.
- B) The lease is entered into for the duration stated in the Special Conditions. This duration is fixed and irrevocable, except for the lease contracts of short duration that will be terminated in accordance with the conditions applicable to them.
The lease prices, for which the amount is stated in the Special Conditions, are payable by direct debit to the bank account specified by the Lessor.
The first lease amount is payable after the delivery of the equipment and upon receipt of the invoice. The subsequent lease amounts are payable before the end of the month that precedes the lease month.
- C) The lease amounts are transferable and not recoverable.
- D) If the Lessee would like the Lessor to state a specific Purchase order number on its lease invoices, the Lessee shall be obliged to provide the Lessor with this no later than 48 hours prior to the agreed invoice date. If the lease invoice is not received in good time, it shall be issued without the above purchase order number and this shall not be a reason for late payment of, or refusal to pay by any means, the lease payment due, having, as a possible consequence, the additional costs mentioned under point E.
- E) In the event of late payment of the amounts owed by the Lessee, the Lessor reserves the right, notwithstanding Section 1231 of the Belgian Civil Code and without notice of default, to demand that the Lessee pays a deposit of a fixed compensation amounting to 10% of the payable amount plus an interest amount set at 12% per annum until further notice from the Lessor. Counting from one month of arrears, the interest for each month commenced is payable in full. The Lessor has, where appropriate, the right to recover the various costs incurred for the subsequently claimed due dates.
- F) The lease prices stated in the contract are only valid until the foreseen delivery date. The Lessor reserves the right to adjust the lease prices in line with the development of the financial market in the event that the delivery time exceeds one month.
Failing this, the lease prices will remain unchanged with the sole exception in the case of fluctuations in the applicable VAT rate or, in general, of a change in the tax regime for the transaction. In these cases, the Lessor is empowered by law and without prior formality to adjust the lease price.
- G) The Lessor, however, reserves the right, at the anniversary of the entry into force of the lease agreement, to increase the lease prices as described in the Special Conditions in accordance with the following formula (based on the Health Index):

$$\frac{\text{Basic lease price} \times \text{new index figure}}{\text{initial index figure}} = \text{new lease price}$$

ARTICLE 2: CHOICE OF THE EQUIPMENT – LOSS OF BENEFIT

- A) The equipment leased by the Lessee will be chosen solely and at his responsibility, on the basis of the requirements set by him concerning technical characteristics, usage possibilities, quality and services.
- B) No complaint or dispute of any nature whatsoever will suspend the obligation to pay the lease price. The Lessee cannot claim any compensation in any suspension or termination of the lease agreement, reduction or suspension of the lease amounts, nor make any compensation claim in the event of partial or complete loss of the benefit of the equipment, inadequate performance or technical defect, for any reason whatsoever and including in the event of (i) damage or deterioration of it, (ii) temporary necessary unavailability or as a result of maintenance or due to the effects of a defective repair, (iii) theft, (iv) repair or transformation, (v) relocation or transfer, (vi) reinstallation, (vii) strike, or (viii) in the case of force majeure, and this regardless of the duration of being put out of operation, without this detracting from the application of other applicable contractual provisions and, in particular, from the application of Articles 3, 4, 8 (specifically listed under B, C and D), 9 and 10 of the current General Terms and Conditions.

ARTICLE 3: DELIVERY – RECEIPT - INSTALLATION

- A) The leased equipment will be delivered directly by the Lessor and accepted by the Lessee without the Lessor being able to be held liable for any delay in the delivery. Upon delivery of the equipment, a delivery note shall be drawn up. The carrier and/or the Lessor's staff shall be authorised to have this delivery note signed (electronically) by the Lessee. The signed (electronic) receipt shall be valid as proof of delivery and confirmation of receipt. If there are no written objections on the part of the Lessee immediately after delivery, the Lessor may assume that, notwithstanding any subsequent intervention or objection, the Lessee has accepted the equipment without any reservation and that this equipment is in conformity with the object of the present agreement. Consequently, the Lessor can in no way be held liable in the event of incomplete or damaged delivery, of faulty operation of the equipment, the resulting damages or any damages whatsoever caused to third parties, except in the cases provided for in the Articles 4, 8, 9 and 10 below of these General Terms and Conditions.
- B) If the equipment was already delivered prior to conclusion of the present agreement, the Lessor may assume that the Lessee accepted the equipment without any reservation at the time of signing of the lease agreement by the Lessee.

ARTICLE 4: MAINTENANCE - REPAIR - USAGE

- A) In the context of the Leasing Agreement for Long Duration or Short Duration, the Lessor must keep the equipment in good condition, which includes only the services that fall under the "All-In Maintenance Agreement" (being a comprehensive maintenance), or:
- the normal maintenance, as set out on www.b-close.be/nl/algemene-voorwaarden, specifically the regular maintenance of the equipment as prescribed by the manufacturer on the basis of the conditions and application of the use of it, as foreseen by the parties. This includes the regular preventive maintenance (i.e. the oil and filters) and the replacement of parts as a result of normal wear and tear. The date on which this maintenance will take place is determined by the Lessor, unless a specific agreement has been made between the Parties. The Lessor will deliver the spare parts, oils and lubricants needed for this maintenance. This type of maintenance does not include the repair of the equipment out of service, or the cases not identified above, nor the general exceptions provided for in Articles 4-B) and 9A) of the General Terms and Conditions.

- *Out of service Cover*, as set out on www.b-close.be/nl/algemene-voorwaarden, specifically the servicing of the equipment out of service, including the working hours and the necessary parts in the context of normal use and outside the general exclusions, as provided for under Articles 4-B and 9-A) of the General Terms and Conditions.
 - the making available of *replacement equipment* (as set out on www.b-close.be/nl/algemene-voorwaarden), specifically if this option is provided for in the Special Leasing Conditions. In any other case, this option will be paid for in accordance with the Special Leasing Conditions.
- B) The following are to be paid in any case by the Lessee:
- the costs and damage caused by an accident;
 - the costs and damage resulting from misuse of the equipment (abuse, neglect, failure to comply with the operating or maintenance instructions or the instructions for normal use drawn up by the Lessor);
 - the costs and damage caused by overloading;
 - the costs and damage caused by the use of the equipment or conditions of use that were not identified in the examination and the questioning that was carried out by the Lessor before the delivery of the equipment;
 - the costs and damages caused by changes or repairs carried out by a third party that was not appointed by the Lessor;
 - the costs and damage caused by any other damage, an event or a defect or error that was required to be repaired and which was not reported to the Lessor;
 - the costs and damage caused by the non-observance of daily checks, as described in the manual;
 - Without excluding the above, any items that occur that are not part of normal wear and tear; see the B-CLOSE guidelines for normal wear and tear of equipment in lease agreements.
 - the replacement of tyres, unless the Lessor takes responsibility for this in accordance with the maintenance agreement.
 - The repair, damage or replacement of certain parts, unless otherwise expressly stated in the Special Leasing Conditions, in particular batteries and/or charger, forks and/or separate attachment equipment, seat and cleaning or replacement of a particulate filter.
- C) The Lessee must notify the Lessor in good time when the equipment needs repair or maintenance, as provided for in the maintenance instructions. The Lessor will then set a date for the maintenance.
- D) All repairs or maintenance shall take place during the Lessor's normal working hours. If these works must, at the explicit request of the Lessee, be performed outside of the Lessor's normal working hours, this possibility must be provided for in the Special Leasing Conditions, including any additional price payable. If this option is not provided for in the Special Leasing Conditions, the Lessee may still request this. The works shall be performed if necessary outside of normal working hours at the standard additional rates and provided that the Lessor's availability permits.
- E) The Lessee must ensure quick access to the equipment for performing repairs or maintenance. In case of any waiting times to access the site where the equipment is located or any loss of time due to the unavailability of the equipment, the Lessor reserves the right to charge for this time at the Lessor's hourly rate applicable at that time;
- F) The Lessee will make a proper room available on site, i.e. well lit, ventilated and heated, free of charge to the Lessor, where its staff can carry out the required repairs and maintenance. The Lessee grants the Lessor access to this room to store the necessary spare parts (including, but not limited to the replacement parts), lubricants and other products necessary for the maintenance and repairs. The Lessee will be responsible for all loss and damage to this stock.
- G) The Lessee declares to be in possession of the operating and maintenance instructions associated with the equipment.
- H) The Lessee must only purchase the replacement parts from the Lessor or on its instructions. These parts, like all the fittings or accessories mounted by the Lessee during the lease, are or will be legally owned by the Lessor, without the Lessee being able to require any refund or compensation for them from the Lessor.
- I) During the lease period or at the end of it, the Lessee must always allow the Lessor, its representatives or insurers to enter the places at reasonable hours and to have access to the equipment to check the condition of it, to conduct tests, in order to adjust, repair or replace it as a whole, or a part of it.
- J) The Lessee must provide the fuel at its own expense and must proceed with a daily check of the equipment according to the instructions. During the regular inspection of the water level, the Lessee must ensure that the concentration of the antifreeze remains sufficiently high to ensure good protection.
- K) The Lessee undertakes to keep the equipment in an excellent condition (of operation). In general, the Lessee undertakes to use the equipment with due care in accordance with the purpose of the equipment.
- L) The Lessee waives its right to make any change whatsoever to the equipment without having received written approval from the Lessor for this.
- M) During all repairs and the unusability of the equipment, the lease amount remains payable to the Lessor and these lease amounts must be paid by the Lessee.
- N) The Lessee undertakes to comply with the laws and regulations in force relating to, among other things, the possession, the transport, the installation and the use of the equipment.

ARTICLE 5: HOURS COUNTER

If the hours counter, which is located in the machine, should cease to operate during any period of the agreement, then the number of hours per day for which it is assumed that the machine was operated during the non-operation of the hours counter will be the average number of hours per day that the machine was operated for a period of three months before the failure of the hours counter.

If these three months have not yet elapsed since the start of the contract, the average number of hours for which the machine was used per day (and when the counter did indeed operate) shall be charged for the duration that the hours counter did not operate.

The recording of the hours, after each period of one year from the date of taking into service, as identified in the Special Conditions, will be carried out by the Lessor in the presence of the Lessee either at the time of the maintenance or repair work and at the end of the lease agreement. If, at that time, the number of hours worked is higher than the number foreseen, the excess hours must be charged to the Lessor.

ARTICLE 5(a): THE BLACK BOX

The Lessor and Lessee shall, in addition to the hours counter, have the possibility of fitting a black box which, depending on the chosen options, stores some data concerning the use of the goods, such as, inter alia, the number of hours of use, a track&trace system and a driver management system. This data can be read remotely by both the Lessee and the Lessor. The Lessor shall only read this black box to determine the correct number of operating hours of the machine within the framework of the maintenance agreement, and to determine the right location for performing interventions, root cause detection and the technical data needed for maintenance and proper repair. The Lessor wishes to point out to the Lessee that it is possible to process personal data through this black box in, for example, the driver management system, if that option was requested. If the Lessee wishes to make use of this option, the Lessee shall be fully responsible for the correct processing thereof, with due observance of privacy laws. The Lessor can by no means be held responsible and can by no means, under privacy laws, be designated as a controller or processor in the processing of personal data.

ARTICLE 6: OWNERSHIP OF THE EQUIPMENT

- A) The equipment remains the exclusive property of the Lessor. Consequently, transfer and pledging of the equipment by the Lessee is not permitted, whether this is free of charge or against payment.
The lending, the subleasing of the equipment or any transfer of rights accruing to the Lessee under the lease agreement must be permitted by the Lessor in writing in advance.
- B) If a third party were to impose precautionary or executive attachment on the whole or a part of the leased equipment, the Lessee undertakes to immediately inform the Lessor and inform the attaching party that the equipment belongs to the Lessor and then the Lessee must be responsible for the compensation of the costs associated with the release of the goods and, in the case given, the costs in this sense of any nature whatsoever for which the Lessor has taken responsibility.
- C) In the case of transfer or pledging of its business, the Lessee must take all necessary steps to ensure that the equipment would not be included in the transfer or pledge and that the Lessor's ownership of this equipment is brought in due time to the knowledge of the transferee or the pledge-holding creditor.
- D) If the equipment is placed in a room that does not belong to it, the Lessee will inform the owner of the room about the Lessor's ownership of the equipment, by registered letter with acknowledgement of receipt before the delivery of the identified equipment.
The Lessor reserves the right to inform the owner of the room itself. Before the equipment is removed, the Lessee must inform the Lessor of the future location.
- E) In general, the Lessee must in any circumstances, by any means and at its own expense, safeguard the right of ownership that the Lessor has on the equipment.

ARTICLE 7: COMMUNICATION OF INFORMATION

The Lessee permits the communication of information relating to the commitments made and their implementation to any third party that has a legitimate interest in the case, including data centres or professional risk centres.

The Lessee has the right, after written request and no more than once a year, to obtain access to the databases containing personal data relating to it. It can then require the holder of the file to improve the information of which the incorrect character is shown, and communicate the applied corrections to third parties that receive notification of this, insofar as it also knows their identity.

The granting or not of the lease has no effect on the application of this Article.

ARTICLE 8: LIABILITY – INSURANCE POLICIES

- A) With effect from the signing of this agreement and until the time of return of the equipment to the Lessor, the Lessee is responsible to third parties, including the Lessor, for any physical or equipment damage, caused directly or indirectly by the equipment or by its use, its assembly, maintenance or storage in warehouse, by any cause whatsoever, even if the damage is directly or indirectly attributable to a hidden defect.
- B) Notwithstanding the other provisions of this agreement, but without prejudice to the limitation and exclusion of liability in accordance with the clauses C) and D) below, which should be applied in any case, however fundamental the fault, the negligence or the defect is, the Lessor cannot exclude or limit its liability for any form of damage resulting from its own wilful error or wilful neglect with the intention to cause damage.
- C) In any case, the entire liability of the Lessor pursuant to or in connection with this agreement, or any breach or failure to comply with it (including the acts or omissions made or committed by the Lessor or its representatives, its employees or its subcontractors) and this resulting from a contract error, an extra-contractual fault or as a result of any fault whatsoever must be demonstrated by the Lessee and will be limited to the amounts paid by the Lessee in the twelve (12) months preceding the date of the alleged breach by the Lessor of this Agreement.
- D) In any case, the Lessor is not liable to the Lessee or any person who appears via him for any loss of profit, loss of income, loss of savings, loss of goodwill, reputation or opportunities or any other consequential or indirect damage, whether incurred directly or indirectly and whether it arises or relates to this agreement or any breach or non-compliance with this agreement no matter how fundamental it is, including the negligence of the Lessor and regardless of whether the Lessor was informed of this or was aware of the fact that there was a serious possibility of such a loss.
- E) The Lessee is obliged to take out insurance for the entire duration of the lease against the consequences of its civil liability in order to indemnify the Lessor against any possible recovery by third parties, which must take place in this respect in accordance with the clauses A to F (presented above). The Lessee will present the insurance certificate as proof to the Lessor before the lease commences.
- F) Throughout the entire duration of the lease, the Lessee is solely liable for any damage, theft, loss, loss of quality, total or partial destruction of the equipment due to any cause whatsoever, even by accident or force majeure, except in the case as set out above in clause B). The Lessee will take out all the necessary insurance for the equipment and present the insurance certificate as proof to the Lessor before the lease commences.
- G) The Lessee must notify the Lessor of any damage, theft, loss, loss of quality, total or partial destruction of the equipment and of any accident in which the equipment is involved.

ARTICLE 9: DAMAGE TO THE EQUIPMENT

- A) With (partial) damage to the leased equipment, such as: a loss of quality, a damage or a partial destruction, which does not fall under the definition of maintenance, the Lessee must immediately inform the Lessor and do this in accordance with the provisions of Article 4-C). Then the Lessor will have the damaged equipment repaired by a third party appointed by the Lessor (person or company, which may or may not be part of the organisation of the Lessor) and this will be at the expense of the Lessee. During the repair and the inability to use the equipment, the Lessee remains liable to pay the lease amounts.
- B) In the event of total loss of the leased equipment, the lease agreement will be legally terminated. Regardless of the cause of the damage, the Lessee must pay the Lessor compensation equal to the initial replacement value of the equipment, less 50% of the lease amounts collected at the time of the damage.

ARTICLE 10: TERMINATION OF THE LEASE AGREEMENT

- A) Only the Lessor may terminate the lease agreement by operation of law, without any legal formality or notice of default in the following cases:
- non-payment on the due date of a single lease amount, revocation of the direct debit for any reason, or in the event of non-fulfilment of one of the general or special leasing conditions; or

- judicial reorganisation requested by the Lessee, request for postponement of payment, bankruptcy, liquidation, takeover, merger, demerger or dissolution of the Lessee company, death of the Lessee, amicable or forced transfer of the company, reduction of the securities or guarantees given to the Lessor, termination by the Lessee of its professional activities, protest drawn up or seizure imposed at the expense of the Lessee.
- B) In this case, the Lessee must return the equipment immediately to the Lessor and pay it as compensation, in accordance with Section 1226 and following and 1152 of the Belgian Civil Code and notwithstanding Article 1231 of the same Code, a termination fee corresponding to half of the remaining lease value, with a minimum of 6 months' lease.
- C) If the Lessor fails to pay consistently, such non-payment constitutes a serious error on the Lessor's part and it must pay the Lessor the full lease value of the remaining months as a termination fee.

ARTICLE 11: RETURN OF THE EQUIPMENT

On the first working day following the end of the lease agreement, the Lessee will return the leased equipment to the Lessor. The return will be made at the place specified by the Lessor at the responsibility and expense of the Lessee (including dismantling, packaging and transport). The equipment must be returned in good condition, except for normal wear and tear, according to the guidelines for Normal wear and tear of equipment in lease agreements, which can be found on www.b-close.be/nl/algemene-voorwaarden. The Lessor will draw up an official report on the condition of the equipment on return to its central Used centre. The Lessee always has the right to be present when this official report is drawn up. If the equipment shows defects that differ from normal wear and tear, the repair of such defects will be charged to the Lessee based on the applicable hourly and part rates.

ARTICLE 12: REFUSAL TO RETURN THE EQUIPMENT

- A) If the Lessee refuses or neglects to return the equipment as provided for in Articles 10 and 11 of these General Terms and Conditions, the Lessor has the right to collect the equipment immediately itself at the expense of the Lessee.
- B) The Lessee must also pay the Lessor a compensation for each day of delay, counting from the date of termination or end of the lease agreement up to and including the date of the actual return of the equipment. This usage compensation (excluding tax) is equal to 1/20th (in case of monthly lease) or 1/60th (in case of quarterly lease) of the amount of the last payable lease amount before the termination or end of the lease agreement, regardless of the compensation requested by the Lessor for any damage or costs incurred.

ARTICLE 13: PLEDGING – TRANSFER OF THE CONTRACT

The Lessor is completely free to pledge either the amounts which may be payable by the Lessee or the equipment. In this case, the Lessee is referred to as third party pledgee. The Lessor can also transfer the ownership right of the equipment and its rights arising from this contract, without it hereby being able to waive its obligations set out in Article 4.

ARTICLE 14: TAXES, DUTIES, COSTS AND PENALTIES

All of the taxes of any kind related to this agreement, as well as any possible costs and penalties for non-implementation by the Lessee of specific provisions of the agreement, will be paid by the Lessee. The Lessee must also pay the current or future taxes, duties or contributions that relate to the use or possession of the leased equipment or its associated fittings.

ARTICLE 15: SEPARATE RESPONSIBILITY

If any provision, paragraph or sentence of these General Terms and Conditions is held to be void or unenforceable, it shall be deemed non-existent to the extent of such voidness or unenforceability and the validity of the other provisions, paragraphs and sentences of these General Terms and Conditions shall not be affected by this. Such prohibition or unenforceability shall not, in no matter which jurisdiction, bring with it the invalidity or unenforceability of such provision to any other jurisdiction.

ARTICLE 16: CHOICE OF DOMICILE - POWERS

- A) For the implementation of this agreement and its consequences, the parties' choices of domicile are: the Lessor at its registered office, the Lessee in the domicile stated in this contract.
- B) The present lease agreement is governed by Belgian law in all its aspects.
- C) Any disputes to which the implementation of the obligations of the Lessor and of the Lessee could give rise fall within the exclusive jurisdiction of the courts of the judicial district of Antwerp (Antwerp division), without this compromising the Supplier's right to have a decision of the Belgian courts in any other jurisdiction be implemented.