

## Article 1 - INTRODUCTION.

**1.1** These Gerlasco Terms of Delivery apply to all (partial) deliveries, reservations and repairs of any good, machine or piece of equipment or auxiliary tools. Any change in or deviation from these terms and conditions must be agreed upon in writing. The good(s) to be delivered under these Gerlasco Delivery Terms and Conditions is (are) hereinafter referred to as the "Product" as well as GERLASCO will be hereinafter referred to as "Supplier".

The term GERLASCO will be used for Gerlasco BV (CoC number 61719420) as well as for Gerlasco Equipment BV (CoC number 30161143).

**1.2** "Agreement" means the written Agreement between the parties relating to purchase/delivery/rental of the Product and all attachments. This includes written agreed amendments and additions to said documents. Where in these Gerlasco Delivery Terms the expression "in writing" is used, it means; by means of a document signed by both parties or by letter, confirmation email or any other manner agreed by the parties. It must be provable that the other party received it.

**1.3** By signing the Purchase/Rental Agreement, offer or order confirmation (or if no response to confirmation email is given within 1 business day), the Buyer/Renter or authorized representative automatically agrees to the agreements made and the Gerlasco Terms of Delivery.

**1.4** The Agreement for Purchase/Rental of a Product is established and binding at the time see 1.3. and also by agreement via email, WhatsApp or any other form of social media.

**1.5** The Agreement commences on the reservation date, upon collection or delivery, or when the Buyer/Renter takes delivery of the purchased/rented Product. When extending/changing a rental period or by purchasing an already rented Product, the Agreement comes into effect if the response/approval to the confirmation email is received by us within one day.

**1.6** Information and specifications contained in general product documentation and price lists, whether in digital form or not, are only binding insofar as they are expressly referred to in the Agreement.

## Article 2- RENTAL

**2.1** The rental period is the period agreed upon and stated in the Confirmation or Rental Agreement.

**2.2** The Renter will owe rent on all working days within the rental period (and on all non-working days worked), even if work is halted, for instance due to adverse weather conditions or a work strike.

**2.3** Movement/working hours is controlled by means of an on- or built-in GPS. In case of damage, disassembly or disablement thereof, the Renter will be charged 20 additional movement/work hours per day plus all repair costs over the entire rental period.

**2.4** Only in situations of force majeure (e.g. frost) and in proper consultation with the Supplier, the Supplier may decide to grant permission for short-term standstill of rented Product(s).

**2.5** If the rented Product(s) is (are) reported for downtime during the rental period, this can be done for a maximum of 25% of the rental period. For longer downtime, the normal rental price applies. The exception to this is frost.

**2.6** The Renter itself bears responsibility for the timely, this means that prior written, downtime notification of rented Product(s). The Renter cannot retroactively cancel the rented Product(s).

**2.7** Movement and use of the rented Product outside the Dutch borders is in principle prohibited. Deviation from this is only possible after a written agreement between the Renter and the Supplier.

**2.8** The Renter may not disassemble hatches, protective covers or other parts of rented Product without written permission from the supplier. If an assessment shows that this has been done, the Supplier has the right to charge the renter for 2 extra rental days plus all repair costs.

**2.9** The Renter bears the risk of loss or damage to rented Product(s) during the entire rental period, including during transportation by himself. It is therefore recommended to insure the rented Product(s) for the replacement value along with the base machine his insurance policy. The Renter is obliged to pack, load and secure rented Product(s) in accordance with the nature of the Product(s) and the method of transport. The Product(s) must be carefully loaded so that no damage can occur during transport due to shifting or toppling of the load.

**2.10** The Renter agrees to provide supplier with (free) access to rented Product(s) at all times, to reject claims by third parties on rented Product(s) and to indemnify the Supplier.

**2.11** Loss, alienation, decay, theft, misappropriation or encumbrance of rented Product(s) must be reported to the supplier in writing immediately upon discovery, this is because the rented Product(s) shall at all times remain the property of the Supplier.

**2.12** Subletting and provision to third parties may only be made with the written consent of the Supplier.

**2.13** Any failure in the operation of rented Product(s) must be reported to supplier immediately upon discovery.

**2.14** The Renter is responsible for the proper use of rented Product(s). If the Renter cannot prove that the operating staff is sufficiently skilled and competent, any damage(s) caused by careless, injudicious or unauthorized use will be charged from the Renter. Operators must be at least 16 years of age.

**2.15** It is prohibited to use rented Product(s), without written permission, in contaminated areas or materials that have adverse effects on human health (eg. radioactive or chemical materials).

**2.16** At the time of delivery, collection, commissioning or commencement, the renter is responsible for ensuring that an authorized signatory is present. Rental agreement and/or documents must also be signed by this authorized signatory.

**2.17** The Renter may use rented Product(s) only for purposes for which it is designed. Damage caused by improper use of rented Product(s) shall be charged to the Renter. The operating, safety and user instructions must be followed at all times.

**2.18** A deposit may be required of renter and will be returned upon receipt of irrevocable payments of all invoices sent to the Renter. The Supplier also reserves the right to offset the amount of the deposit against invoices already outstanding.

**2.19** The Renter agrees to return rented Product(s) to supplier at the agreed time in the same condition in which renter received rented Product(s) at the commencement of the rent. The Renter shall return rented Product(s) cleaned. Additional labor hours incurred and costs resulting from failure to clean will be charged. The cost of a fine and/or any consequential damages, after bringing contaminated goods (loose load) to supplier, will also be charged to the Renter.

**2.20** The Renter must be able to provide proper and valid identification and an extract from the Chamber of Commerce upon commencement and upon request.

**2.21** The Rental Agreement ends when rented Product(s) are received by the Supplier. Only after full return of all goods/parts/products will the rental charge cease.

### **Article 3 - DRAWINGS AND DESCRIPTIONS**

**3.1** All drawings and technical documents, relating to the Product or its manufacture, made available by one party to the other before or after the formation of the Agreement, shall remain the property of the party making them available. Drawings, technical documents or other technical information received by one party shall not be used without the consent of the other party for any purpose other than that for which they were made available. Such information may not otherwise be used or photocopied, reproduced, handed over or communicated to a third party without the consent of the party that made it available.

**3.2** At the latest on the day of delivery, the Supplier shall provide the Buyer/Renter free of charge the information, which the latter needs for the installation, commissioning, use and maintenance of the Product. One copy of this information shall be provided. Supplier shall not be obliged to provide production drawings of the Product or of spare parts.

### **Article 4 - LIABILITY TO SELL.**

**4.1** The Supplier shall be obliged to remove any defect or non-conformity (hereinafter referred to as "defect(s)") arising from improper design or material or from poor workmanship, in accordance with the provisions of clauses 4.2 to 4.13 inclusive.

**4.2** The Supplier's liability (Warranty), in the event of defects occurring, is limited in the case of new Products to a maximum of one year or 500 working hours (whichever is reached first) after delivery. When a used Product is sold older than 1 year and younger than 5 years old, a liability/warranty period of 3 months or 100 hours (whichever is reached first) applies. When selling a used Product older than 5 years, the warranty period is therefore expired! We also do not provide warranty on repairs to a Product not supplied by us as Supplier.

**4.3** Appearing defects shall be reported in writing by the Buyer to the Supplier as soon as possible. This notification shall in any case be made within two days at the latest. The notification shall contain a clear description and photographs of the defect.

**4.4** If the Buyer does not notify the Supplier in writing of a defect within the period specified in Clause 4.3, he/she shall lose the right to have the defect removed. If the defect may cause damage, the Purchaser shall immediately inform the Supplier in writing. The Purchaser shall bear the risk of damage resulting from failure to give such notice.

**4.5** As soon as the Supplier receives a notification under Clause 4.3, the defect shall be repaired as soon as possible and at its own expense, in accordance with Clauses 4.1 to 4.13 inclusive. Repair of the defect or part of the Product shall be carried out exclusively at the Supplier's premises or at a specialized service point appointed by the Supplier. The Supplier shall be obliged to repair the Product or deliver to the Purchaser a properly repaired part or a replacement part.

**4.6** If the Supplier has not complied with his obligations under Clause 4.5 within a reasonable period of time, the Buyer may in a written notice set a final deadline for the Supplier to comply with his obligations. If the Supplier fails to fulfill its obligations within this final deadline, the Buyer may carry out the necessary repair work itself or have it carried out by a third party at the Supplier's expense and risk. If repair work is successfully carried out by the Buyer or by a third party, the Supplier, by reimbursing the reasonable costs incurred by the Buyer, shall be released from all liability for the said defect.

**4.7** If despite the notification by the Buyer provided in Clause 4.3, no defect is found for which the Supplier is liable, the Supplier shall be entitled to compensation for the costs incurred by him as a result of this notification.

**4.8** Unless otherwise agreed, the necessary transport, to the Supplier and back, of the Product and/or parts thereof, for the removal of defects for which the Supplier is liable, shall be at the Buyer's expense and risk. The Buyer shall comply with the Supplier's instructions regarding such transport.

**4.9** The Buyer shall, at its own expense, ensure that the Product is delivered clean, without contamination.

**4.10** Unless otherwise agreed, additional costs of repair, disassembly, assembly and transport, which arise for the Supplier due to the Product being at a place other than the destination specified in the contract or - if no destination is specified - the place of delivery, shall be charged to the Purchaser/Buyer.

**4.11** Defective parts shall be made available to Supplier upon replacement and will become its property.

**4.12** The Supplier shall only be liable for defects occurring under conditions of use foreseen under proper use of the Product. The Supplier's liability does not include defects resulting from poor maintenance, improper assembly or use or from modifications to the Product carried out without the Supplier's written consent. The Supplier's liability also does not include normal wear and tear and deterioration.

**4.13** Without prejudice to the provisions of Clauses 4.1 to 4.12, the Supplier shall be liable for defects in any part of the Product for a maximum period of one year from the beginning of the period specified in Clause 4.2.

**4.14** No warranty is provided on parts subject to wear and tear (wearing parts).

**4.15** The liability/warranty period is not transferable to third parties (e.g. by resale to another user), this excludes financial parties and/or services involved in the purchase. This period also continues if it has been agreed with the party acting as dealer or reseller for us.

## **Article 5 - LIABILITY OF RENTAL**

**5.1** Damage caused during the rental period must be reported to the Supplier immediately after its discovery. The Renter shall be obliged to compensate the Supplier for any damage caused to the rented Product(s) by its acts or through circumstances for which it bears the legal risk. The same applies to damaged parts and/or accessories of the Product(s) rented from the Supplier. In addition, the Renter will remain liable for all other damage consequently incurred by the Supplier. The expertise incurred by the Supplier for the purpose of determining the damage, repair and cleaning costs of the rented Product(s) shall be paid directly by the Renter.

**5.2** The Renter shall be held liable regardless of whether he is to blame for the loss, theft, or rendering unusable or worthless of rented Product(s), parts or accessories. The Renter is obliged to take preventive measures to avoid theft of rented Product(s), in view of the fact that the Renter has a return obligation, which is not cancelled even by accident or intervention of a third party.

**5.3** For lost goods, which are nevertheless later found and returned by the Renter, the Renter shall pay the rent due minus the replacement new value already charged.

**5.4** All damages, repairs, maintenance or defects to the rented Product(s) shall be repaired or performed in supplier his workshop by the supplier.

## **Article 6 - TERMINATION/SUSPENSION OF AGREEMENT**

**6.1** Without prejudice to other provisions in these Gerlasco Delivery Terms and Conditions relating to suspension, each party has the right to suspend the performance of its contractual obligations if it is clear from the circumstances that the other contracting party is unable to fulfill its obligations. A party suspending performance of the Contract shall immediately notify the other party in writing.

**6.2** The Agreement shall end by the expiry of the agreed purchase/rental period. If the Buyer/Renter fails to fulfill the Agreement, in the event of suspension of payments, bankruptcy, cessation or liquidation of the Buyer/Lessee's business, the Supplier may terminate the Purchase/Rental Agreement without the need for a decision by the Court, without prejudice to the Supplier his right to compensation for costs, loss and interest.

**6.3** In the aforementioned cases, the Supplier shall be entitled at all times, without notice of default or prior notice, to recover the purchased/Rented Product(s) from the Buyer/Renter (retention of title). The Buyer/Renter is obliged to provide the Supplier with the cooperation it requires. The Supplier shall not be liable for any loss suffered by the Buyer/Renter or third parties in connection with retrieval of the Product(s) or termination of the Purchase/Rental Agreement.

## **Article 7 - DAMAGE AND LOSS**

**7.1** Unless otherwise stated in these Gerlasco Terms of Delivery, a party shall not be liable to the other for loss of production, lost profits, reduction of use, commercial losses or for any consequential or indirect damages whatsoever.

**7.2** Supplier shall not be liable after delivery, by the Product and a repair performed by supplier on a Product not supplied by us, for any property damage caused while the Product is in the possession of Buyer/Renter.

**7.3** The Supplier can never be held liable by the Buyer/Renter for direct or indirect damage (even after notice of default) if the Supplier does not make the purchased/rented Product(s) available to the Buyer, or does not do so correctly or too late. If ordered Product(s) are not in stock, the Supplier reserves the right to supply a (temporary) alternative in consultation, which has the same or similar capacities.

**7.4** The Supplier undertakes to deliver Product(s) to the Buyer/Renter in a good state of repair. In the event of demonstrable non-compliance with this, after the Buyer/Renter has made this known to the Supplier in writing, and demonstrable downtime or arrears arise as a result, the Purchase/Rental Agreement may be unilaterally dissolved. The Supplier can never be held liable by the Buyer/Renter for any direct or indirect damage the Buyer/Renter may suffer as a result (not even after notice of default).

**7.5** The Supplier can never be held liable by the Buyer/Renter for direct or indirect damages (even after notice of default) if purchased/rented Product(s) become defective during the rental period or after purchase.

## **Article 8 - PRICES.**

**8.1** All quotations and the prices charged by the Supplier shall be the prices applicable at the time of quotation or Agreement. The maximum Valid time is 7 days unless written or stated in the agreement otherwise.

**8.2** Prices are exclusive of VAT, maintenance, fuel, oil, transport, insurance as well as other costs related to the Agreement, such as levies and tariffs.

**8.3** Purchase/Rent prices are per unit unless otherwise stated in the Agreement.

**8.4** If a change occurs in one of the price-determining factors after an offer has been made within the specified validity period, the Supplier/Renter shall be entitled to adjust the offer accordingly, even if the Agreement has been concluded in the meantime.

**8.5** Such price changes shall entitle the Buyer/Renter to dissolve the Agreement, provided this is done in writing and within two days after receipt of our relevant notice. A rescission as aforementioned shall not entitle the Buyer/Renter to compensation for any damage whatsoever.

## **Article 9 - PAYMENT**

**9.1** Each payment is subject to a standard payment term of maximum 30 days from the invoice date.

**9.2** A down payment (payment on order) or payment immediately shall be credited to the Supplier's account immediately, but at the latest within 2 days.

**9.3** The Buyer shall be obliged to pay all invoices prior to collection and/or delivery of the Product in question, unless otherwise agreed in writing.

**9.4** The Supplier reserves the right to initiate collection proceedings if the Buyer/Renter fails to pay. The costs of these proceedings shall be charged to the Buyer/Renter.

**9.5** All extrajudicial and judicial costs incurred by the Supplier in connection with a dispute with the Buyer/Renter, both claiming and defending, shall be charged to the Buyer/Renter. The extrajudicial collection costs on the amount actually paid by the Supplier in connection with the proceedings, including insofar as this exceeds the liquidated litigation costs, shall also be charged to the Buyer/Renter.

**9.6** If (advance) payment is not received on time by Supplier in accordance with the agreed payment term, the discounts stated on the quotation, offer and/or invoice shall lapse. After expiry of the payment term, the net price stated on the invoice (after discount) shall no longer apply and the gross price as stated shall be used.

**9.7** If the Buyer/Renter works with receipts or other documents required by the Buyer/Renter, which are necessary for acceptance of the purchase/rental invoice, the Buyer/Renter shall be responsible for the proper functioning of this system. The Buyer/Renter is himself responsible for the correct smooth delivery thereof to the Supplier and must submit receipts within two working days at the latest.

**9.8** If the Buyer/Renter fails to fulfill its (full) payment obligation within 30 days of the invoice date, it shall be in default by operation of law. In the event of the aforementioned default, the Supplier may extrajudicially terminate the Purchase/Rental Agreement and immediately recover the rented/sold Product(s). This shall also apply even if a portion has already been paid. All costs incurred and damages suffered by the Supplier as a result shall be charged to the Buyer/Renter. The Supplier is not liable for any loss suffered by the Renter or third parties in connection with recovering the goods or terminating the Purchase/Rental Agreement.

## **Article 10 - DELIVERY TIME, DELIVERY, RISK**

**10.1** The agreed delivery time shall commence at the time that Agreement is accepted in writing by the Buyer/Renter and Supplier. Furthermore, if requested, the down payment must be received by the Supplier. Furthermore, all receipts, purchase documents and financial approvals must have been submitted to the Supplier so that nothing can be delayed for delivery and (remaining) payment.

**10.2** The delivery period stated or agreed in the Purchase/Rental Agreement shall not be considered a deadline, even if it has been expressly accepted by the Buyer/Renter. In the event of late delivery, the Supplier shall therefore only be in default after written notice of default. Delivery period shall be understood to include repair period.

**10.3** The stated or agreed delivery period shall in any case, but not exclusively, be extended automatically by a period or periods if:

-there is a delay in supply and/or shipping and/or any other circumstance which temporarily prevents delivery, regardless of whether this can be attributed to the Supplier.

-the Buyer/Renter fails to fulfil one or more obligations towards the Supplier or there is a well-founded fear that he will fail to do so, regardless of whether the reasons for this are well-founded or not.

-The Buyer/Renter does not enable the Supplier to perform the Agreement; this situation shall occur, inter alia, if the Buyer/Renter fails to inform the Supplier of the place of delivery or to make available any data, items or facilities required for performance.

**10.4** Delivery shall be made from the Supplier his location, unless otherwise agreed in writing. All items shall be transported at the expense and risk of the Buyer/Renter, even if the shipment is freight-free.

**10.5** Partial deliveries are permitted.

#### **Article 11 - RETURNS.**

**11.1** If the Buyer/Renter continues to use a redeemed Product while waiting for delivery of the Product ordered by him, all costs related to the former Product and any depreciation thereof shall be charged to the Buyer/Renter.

#### **Article 12 - FINAL PROVISION**

**12.1** All disputes arising as a result of, or arising from, an Agreement entered into with the Buyer/Renter or the Client shall be adjudicated exclusively by the competent court in the district of Utrecht (or such other district as the Supplier/Renter may specify) under the exclusive application of Dutch law.

**12.2** The Buyer/Renter or the Client his own terms and conditions shall not apply, even if they are expressly referred to by the Buyer/Renter or the Client.

**12.3** Deviations from these terms and conditions are valid only if agreed in writing in an Agreement signed by both parties.

**12.4** The Buyer/Renter and the Supplier are free to publish publication materials, including photographs and films, of purchased/leased Product(s) and environment for advertising and promotion.