

Article 1: Definitions

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| Aerzen Rental | refers to the entities AERZEN International Rental B.V., AERZEN Rental Deutschland GmbH and other affiliated legal entities that refer to these general terms and conditions; |
| Rental Equipment | all machines, parts, machine parts, accessories and transport racks designated as Rental Equipment in the Agreement; |
| Lessee | refers to the entity, legal entity or partnership with whom Aerzen Rental has concluded an agreement or with whom Aerzen Rental is negotiating about an agreement; |
| Agreement | the Written agreement concluded between Aerzen Rental and the Lessee and which has been declared subject to these general terms and conditions, as well as any additional conditions; |
| Written or In Writing | digital or paper document from (authorised) representatives of Aerzen Rental (and/or the Lessee). |

Article 2: Applicability

- These general terms and conditions apply to all quotes, offers and agreements of Aerzen Rental.
- The clauses in these general terms and conditions have partly been stipulated for directors and employees of Aerzen Rental, as well as any other auxiliary persons involved in the execution of the Agreement.
- The applicability of the general terms and conditions of the Lessee is explicitly rejected by Aerzen Rental in advance.
- Aerzen Rental is entitled to change these general terms and conditions. The Lessee is deemed to have accepted any change to these general terms and conditions if he has not submitted his objections to Aerzen Rental In Writing within seven days of the Written notification of the changes made by Aerzen Rental.
- Insofar as the Agreement contains provisions that are contrary to these general terms and conditions, the provisions of the Agreement prevail.
- Insofar as these general terms and conditions have been translated into a language other than Dutch, the Dutch text will at all times prevail in the event of textual contradictions.

Article 3: Formation and contents of the Agreement

- All quotes and offers from Aerzen Rental are without obligation and can at all times be withdrawn by Aerzen, even after the offer has been accepted by the Lessee.
- The Agreement between Aerzen Rental and the Lessee is formed by the Lessee signing and returning the offer sent by Aerzen Rental, or from the moment that Aerzen Rental makes the Rental Equipment available to the Lessee, in accordance with Article 4.
- The parties agree on the rental period, the rate and further conditions in the Agreement. The minimum rental period is at least seven (7) consecutive rental days, in which one (1) rental day equals 24 hours.
- The Lessee may cancel the Agreement in Writing free of charge up to four working days before delivery of the Rental Equipment. After that period, the Agreement can be cancelled, on the understanding that the Lessee owes Aerzen Rental the minimum rental period in accordance with paragraph 3 of this article plus any preparation and transport costs.

Article 4: Delivery of the Rental Equipment*Collection by the Lessee*

- On the day on which the Agreement commences, the Lessee must collect the Rental Equipment from the Aerzen Rental depot where the Rental Equipment was ordered by the Lessee, or from the depot at a branch to be specified by Aerzen Rental, which will be at the discretion of Aerzen Rental. The Lessee carries the transport risk.
- The Lessee, either prior to or when collecting the Rental Equipment, has the right to investigate whether the Rental Equipment complies with the Agreement, particularly so in terms of soundness, condition and completeness. This inspection takes place at the Aerzen Rental depot. Any complaints must be communicated by the Lessee to Aerzen Rental there and then. Thereafter, any rights accruing to the Lessee in this respect will lapse, including but not limited to the right to performance and compensation on account of a failure to perform, unless the Lessee can demonstrate that he could not reasonably have discovered the defect earlier.
- As soon as the Rental Equipment has been made available to the Lessee at the Aerzen Rental depot by means of a Written notification, the Rental Equipment and the use thereof will be at the expense and risk of the Lessee.

Delivery by Aerzen Rental

- In the Agreement, the parties can explicitly deviate In Writing from the provisions of paragraphs 1 to 3 of this article. In that case, Aerzen Rental will deliver the Rental Equipment at a location specified by the Lessee or arrange for this to be delivered. The specified location must be accessible from a public road which can be accessed by through traffic. In that case, Aerzen Rental carries the transport risk.
- In the case referred to in paragraph 4 of this article, the Lessee must ensure that an authorised representative is present to receive the Rental Equipment at the agreed delivery address, on the agreed date. If upon delivery, the specified location cannot be reached and/or if there is no authorised representative present on behalf of the Lessee, Aerzen Rental has the right to take back the Rental Equipment. Transport and storage costs and all other additional costs will be at the expense of the Lessee.
- The Lessee, prior to delivery of the Rental Equipment at the location specified by the Lessee, has the right to find out whether the Rental Equipment complies with the Agreement, particularly so in terms of soundness, condition and completeness. This

inspection must be carried out prior to unloading at the location. Any complaints must be communicated by the Lessee to Aerzen Rental there and then. Thereafter, any rights accruing to the Lessee in this respect will lapse, including but not limited to the right to performance and compensation on account of a failure to perform, unless the Lessee can demonstrate that he could not reasonably have discovered the defect earlier.

- From the moment of reporting at the entrance of the location specified by the Lessee, the Rental Equipment and the use thereof are at the expense and risk of the Lessee.
- An agreed delivery period is at all times deemed a target period and not a strict deadline. Complaints do not suspend any obligation to pay.

Article 5: Insurance

- The Lessee is obliged to take out and maintain insurance for the Rental Equipment against all insurable damage with a reputable insurance company, until the Rental Equipment is returned to the Lessee. Furthermore, prior to delivery of the Rental Equipment, the Lessee undertakes to submit a copy of the insurance policies to Aerzen Rental for approval and to provide Aerzen Rental with proof of payment of the premium on Aerzen Rental's demand.
- If the Lessee fails to submit a copy of the insurance policies to Aerzen Rental for approval before delivery of the Rental Equipment, or if the Parties explicitly deviate from the provisions of paragraph 1 In Writing, Aerzen Rental will insure the Rental Equipment with a reputable insurance company, and keep it insured, until the moment of the actual return of the Rental Equipment to Aerzen Rental. In that case, Aerzen Rental will be entitled to pass on the costs of the premium to the Lessee.
- If the Lessee uses the insurance formula offered by Aerzen Rental and referred to in paragraph 2 of this article, the Lessee is deemed to have opted for Aerzen Rental Equipment Limited Loss Coverage (ELLC) and he agrees to pay the additional percentage on the rental price of the Rental Equipment as set out in the offer, the general terms and conditions and in the Aerzen Rental Equipment Limited Loss Coverage (ELLC). The Lessee declares that he is aware of the fact that the policy conditions and ELLC are available for inspection at Aerzen Rental and that they will be made available to the Lessee immediately on request of the Lessee.
- In the event of damage, alienation, theft or misappropriation of the Rental Equipment, the Lessee is obliged to immediately notify Aerzen Rental thereof, report this to the police as soon as possible and forward (a copy of) the official report to Aerzen Rental immediately thereafter. The agreed rent must be paid to Aerzen Rental until the date of receipt of the compensation from the insurance company of the Lessee or the insurance company of Aerzen Rental.

Article 6: Obligations of the Lessee

- The Lessee will take care of the Rental Equipment in accordance with its intended purpose, in a manner befitting a responsible Lessee and refrain from making the Rental Equipment (jointly) available to third parties, however described. In addition, the Lessee must secure the Rental Equipment by taking effective measures.
- The Lessee is obliged to use the Rental Equipment in compliance with the applicable laws, regulations and (user) instructions, particularly those relating to the environment and/or safety.
- The Rental Equipment remains the property of Aerzen Rental at all times. The Lessee is not authorised to alienate, pledge or otherwise encumber the Rental Equipment.
- The Lessee must immediately notify Aerzen Rental In Writing of any (precautionary or executory) attachment of the Rental Equipment or a part thereof, of any application for a (provisional) suspension of payments, when filing for a winding-up petition, when requesting the applicability of the statutory debt restructuring scheme, as well as immediately notify the seizing bailiff, the insolvency practitioner or administrator of the Agreement.
- The Lessee will store and administrate the Rental Equipment as the recognisable property of Aerzen Rental and not remove any features applied by Aerzen Rental indicating that the Rental Equipment is the property of Aerzen Rental.
- The Lessee is not free to change the nature, designated use or set-up of the Rental Equipment, nor is the Lessee authorised to affix items to/on the Rental Equipment or to change this without the prior written approval from Aerzen Rental. The latter may attach conditions to its approval. Everything mounted on the Rental Equipment by or on behalf of the Lessee or otherwise attached to it after obtaining said approval becomes the property of Aerzen Rental.
- The Lessee is not permitted to use the Rental Equipment at sea, on vessels and/or outside the country where the Rental Equipment was delivered, unless this has been explicitly agreed between the parties In Writing.
- The Lessee is obliged to give Aerzen Rental the name and address of the end-user (in connection with sanctions on certain companies or, alternatively, companies trading with boycotted countries in accordance with the Aerzen group) and the Lessee is not permitted to move or remove the Rental Equipment from such a location without prior permission from Aerzen Rental.

Article 7: Maintenance

- The Lessee is obliged to daily inspect the Rental Equipment condition and operation and is held to report any deviations on shortest notice to Aerzen Rental. The costs of repairs and maintenance, repairs and the replacement of parts are payable by Aerzen Rental, with the exception of costs caused due to high dust load, by negligence and/or a shortcoming on the part of the Lessee. This maintenance includes replacement of parts that are subject to wear and tear, filters (excluding high dust load), lubricants and technical services

(including travel time and expenses (within Europe), daily reimbursements and accommodation costs).

- 7.2 The Lessee must immediately notify Aerzen Rental of any maintenance that has become necessary. Maintenance and/or repairs may only be carried out by Aerzen Rental, unless the Lessee has been granted written approval to carry out the work himself or has arranged for this to be carried out. In the case of maintenance and/or repairs carried out by Aerzen Rental, the Lessee is required to offer the cooperation required by Aerzen Rental (forklift truck, crane, assembly, personnel), as well as free access. Any specific preparations required to access to the location must be specified as well.
- 7.3 Aerzen Rental is at all times entitled to check the maintenance and condition of the Rental Equipment or to arrange for this to be inspected. In that instance, the Lessee hereby undertakes to offer Aerzen Rental the cooperation and free access required by Aerzen Rental.
- 7.4 Aerzen Rental can remotely monitor the operation of the Rental Equipment and can notify the Lessee of any problems. Data obtained through remote monitoring is not stored in direct relation to the Lessee, but only in relation to the Rental Equipment. If the Lessee does not allow remote monitoring, which must be agreed on In Writing in the relevant case, maintenance and/or repairs will be payable by the Lessee and be charged according to the applicable service rates of Aerzen Rental. Remote monitoring gives no guarantee whatsoever for the correct operation of the Rental Equipment.
- 7.5 If Aerzen Rental believes that the Lessee does not observe or does not comply with the directions and/or instructions of Aerzen Rental and/or the user and maintenance instructions applicable to the Rental Equipment, Aerzen Rental will be entitled to retrieve the Rental Equipment and/or to restore its proper state of repair or arrange for this to be restored, which will be at the expense of the Lessee.

Article 8: Breakdowns

- 8.1 The Lessee is obliged to immediately report any malfunction to Aerzen Rental In Writing (e-mail: fleet@aerzenrental.com), as well as by telephone by calling the 24/7 hotline at Aerzen Rental. The Lessee must give Aerzen Rental the identification number of the Rental Equipment, information about the malfunction, contact details, the location of the Rental Equipment and any specific preparations required to access this location.
- 8.2 The Lessee is obliged to offer basic assistance to Aerzen Rental in the event of a malfunction by carrying out small jobs, such as reporting visual observations and assisting in small jobs (for instance: resetting equipment or activated circuit breakers). The Lessee must assist in analysing the malfunction by telephone. If the Lessee refuses to provide this basic support, Aerzen Rental will send an engineer to make an assessment instead. These costs are in all cases charged to the Lessee on the basis of the service rates plus travel expenses as stated in the offer and are not covered by the rent.
- 8.3 Aerzen Rental will ensure that the Rental Equipment is repaired as quickly as possible, yet within a reasonable period of time, or replaced with other equipment, which is at the discretion of Aerzen Rental. In that instance, the Lessee hereby undertakes to offer Aerzen Rental the cooperation and free access required by Aerzen Rental.
- 8.4 If (i) a malfunction exceeds a period of 24 hours after the malfunction has been reported by the Lessee to Aerzen Rental in accordance with the provisions of paragraph 1, (ii) if the Rental Equipment cannot be used by the Lessee at all due to this malfunction and (iii) if the malfunction is not caused by damage to and/or incorrect and/or improper use and/or by non-compliance with the aforesaid obligations of the Lessee, Aerzen Rental will not charge any rent during the period that the Rental Equipment cannot be used by the Lessee at all. The assessment as to whether the Rental Equipment is usable or not will be at the discretion of Aerzen Rental.

Article 9: Returning the Rental Equipment

Returned by the Lessee

- 9.1 The Agreement ends on the day which the Rental Equipment is received at the depot of Aerzen Rental where the Rental Equipment was rented and agreed to be received that day, taking the opening hours of Aerzen Rental into account. The Lessee carries the transport risk. An Aerzen Rental employee (or formal certified contractor on behalf of Aerzen Rental) will inspect the Rental Equipment for any damage when it is returned by the Lessee. Any visual damage will be noted on the shipping document (CMR).
- 9.2 The Lessee is obliged to return the Rental Equipment to Aerzen Rental in a clean and proper condition. The obligation to pay the rent ends after the Rental Equipment has been inspected and the end of rental has been confirmed in writing to the Lessee
- 9.3 If the Lessee does not return the Rental Equipment in time, not cleaned and/or in a poor condition/damaged, the Agreement will remain in force until the day the Rental Equipment complies with the provisions of paragraph 2 of this article, without prejudice to Aerzen Rental's further right to claim compensation.
- 9.4 Until the Rental Equipment is received by Aerzen Rental in accordance with the provisions of this article, the Rental Equipment and the use thereof will be at the expense and risk of the Lessee.

Collection by Aerzen Rental

- 9.5 In the Agreement, the parties can explicitly deviate in Writing from the provisions in paragraphs 1. In that case, Aerzen Rental will collect the Rental Equipment from the Lessee or arrange for this to be collected. As such, the Lessee will be obliged to notify Aerzen Rental In Writing that the Rental Equipment must be collected from the Lessee, with due observance of a 24-hour period, of which at least one is a full working day. The

obligation to pay the rent ends on the working day following the moment that the Lessee notifies Aerzen Rental In Writing that the Rental Equipment is no longer required.

- 9.6 In the case referred to in paragraph 5, the Rental Equipment must be ready for transport at the address specified In Writing from 06:00, packed and cleaned by the Lessee and in a proper condition. Aerzen Rental carries the transport risk. The Lessee must ensure that an authorised representative is present on behalf of the Lessee for the return of the Rental Equipment and that the returned Rental Equipment is accompanied by a complete and detailed shipping document (CMR) completed by the Lessee. Aerzen Rental is in no way bound by any date and time specified by the Lessee for returning the Rental Equipment.
- 9.7 If Aerzen Rental is requested to also provide assembly/disassembly services during collection, the Lessee is obliged to notify Aerzen Rental In Writing that the Rental Equipment must be collected from the Lessee with due observance of a minimum period of five (5) working days. The obligation to pay the rent ends on the working day following the moment that the Rental Equipment is collected from the Lessee by Aerzen Rental. An additional fee as set out in the offer is charged for the provision of assembly/disassembly services.
- 9.8 In the case referred to in paragraph 5, Aerzen Rental will, at the first opportunity, inspect the Rental Equipment for any damage at its depot and immediately notify the Lessee if it detects damage other than the damage already included in the shipping document(CMR). After Aerzen Rental has reported the damage, the Lessee has the right to inspect the Rental Equipment at Aerzen Rental's depot or arrange for this to be inspected, with due observance of five (5) full working days. These costs will be payable by the Lessee. If the Lessee does not carry out a check or has no comments or remarks regarding the damage, the Lessee acknowledges and accepts liability for any damage stated.
- 9.9 Until the Rental Equipment is collected by Aerzen Rental in accordance with the provisions of this article, the Rental Equipment and the use thereof will be at the expense and risk of the Lessee.

Article 10: Payment

- 10.1 Aerzen Rental invoices every 28 days, unless otherwise agreed In Writing. The Lessee is obliged to pay the invoiced price within 14 calendar days of the invoice date, without any deduction, discount or set-off (payments accepted by bank transfer only). The payment term is a final deadline. The Lessee does not have the right to invoke suspension. As soon as the payment term has expired, the Lessee owes Aerzen Rental the following on the invoice amount including VAT: (i) interest of 1.5% per month and (ii) reimbursement of extrajudicial collection costs, which costs amount to at least 15% of the principal sum including VAT, subject to a minimum of €400.
- 10.2 The price charged is immediately due and payable if the Lessee files for bankruptcy or is declared bankrupt, applies for or is granted a (provisional) suspension of payments or if the debt rescheduling scheme is declared applicable to the Lessee pursuant to the Debt Restructuring (Natural Persons) Act, if all or some of the property of the Lessee is seized, the Lessee dies or is dissolved, the Lessee is placed under guardianship or administration or if after conclusion of the Agreement, Aerzen Rental becomes aware of other circumstances that give Aerzen Rental a good reason to fear that the Lessee will not meet his obligations.
- 10.3 Aerzen Rental is at all times entitled to demand security from the Lessee for the fulfilment of the (payment) obligations. Aerzen Rental is at all times entitled to suspend its obligations under the Agreement until the security required by Aerzen Rental has been provided by the Lessee.

Article 11: The Lessee's liability

- 11.1 Until the moment that the Rental Equipment is received back by Aerzen Rental in accordance with Article 9 of these general terms and conditions, the Lessee will be liable for all damage to or in connection with (the use of) the Rental Equipment, including but not limited to damage due to loss, misappropriation, theft, alienation and total loss. Damage to the Rental Equipment must be reported by the Lessee to Aerzen Rental immediately after discovery, but no later than within 24 hours after its occurrence.
- 11.2 In the event of loss, misappropriation, theft, alienation and total loss or encumbrance of the Rental Equipment, the Lessee is obliged to pay the rental periods due under the Agreement as if the Rental Equipment was not missing, misappropriated, stolen, alienated, damaged, perished or lost.
- 11.3 The Lessee is further liable for all damage resulting from a failure to comply with the provisions of the Agreement and these general terms and conditions or failing to do so fully, including but not limited to non-compliance or partial non-compliance with:
 - Directions and/or instructions;
 - User and/or maintenance instructions;
 - The obligation to report malfunctions and/or damage;
 - The obligation to return the Rental Equipment to Aerzen Rental timely and in a clean and proper condition, etc.
- 11.4 The expertise costs incurred by or on behalf of Aerzen Rental and for the purpose of determining the damage to and the costs of repair and/or cleaning of the Rental Equipment are at the direct expense of the Lessee. The Lessee hereby agrees that a loss assessment will be carried out, at his expense, by an approved firm of loss adjusters designated by Aerzen Rental and, in other cases, by Aerzen Rental itself, if this is deemed desirable by Aerzen Rental. During the loss assessment of the Rental Equipment, the agreed rent continues to be payable to Aerzen Rental.

Article 12: Liability of Aerzen Rental and indemnity

- 12.1 Aerzen Rental explicitly rejects all liability and/or strict liability for direct or indirect damage, consequential damage, direct trading loss, lost profit, lost savings, reduced goodwill, damage due to business stagnation, corruption or a loss of data, damage to crops and all other forms of direct and/or indirect damage caused by Aerzen Rental, its employees and/or auxiliary persons engaged by Aerzen Rental, unless the damage is the result of intent or wilful recklessness.
- 12.2 If the exclusion of liability referred to in Article 12.1 cannot be upheld, then compensation will be limited to the amount of rent actually received by Aerzen Rental for renting the Rental Equipment during a maximum period of three (3) preceding months (excluding VAT). The compensation of damage is, in any case, limited to the amount paid out under the liability insurance of Aerzen Rental in a particular case, to be increased with the excess payable by the Lessee in the relevant case, in accordance with the applicable insurance agreement.
- 12.3 The Lessee will, immediately on request, fully indemnify Aerzen Rental against all third-party claims against Aerzen Rental in respect of any act for which liability has been excluded under these general terms and conditions.

Article 13: Force majeure

- 13.1 Aerzen Rental will be able to invoke force majeure within the meaning of Section 75, Book 6 of the Dutch Civil Code, if Aerzen Rental is prevented from fulfilling its obligations under the Agreement or the preparation thereof due to circumstances that it cannot reasonably influence. Force majeure is, in any case, taken to mean: (i) Aerzen Rental's suppliers failing to supply (i) on time, (ii) faulty goods, equipment, software or materials from third parties used by Aerzen Rental, (iii) government measures, (iv) power outages, (v) war, (vi) lockout, (vii) industrial strikes, (viii) general transport problems and (ix) the unavailability of one or more employees of Aerzen Rental for whatever reason.
- 13.2 Aerzen Rental is not obliged to fulfil any obligation during the period in which Aerzen Rental is prevented from fulfilling its obligations on account of force majeure. Delivery periods and other terms that have been agreed will be extended by this period.
- 13.3 If due to force majeure, the delivery period is delayed by more than three (3) months, both Aerzen Rental and the Lessee will be entitled to partially dissolve the Agreement for the part not yet executed, without Aerzen Rental and the Lessee being obliged to pay each other any compensation, for whatever reason.
- 13.4 If the force majeure occurs while the Agreement has already been partially executed, Aerzen Rental will be entitled to invoice the part already performed or the part that can be performed separately and the Lessee will be obliged to pay this invoice as if it were a separate Agreement.

Article 14: Intellectual property

- 14.1 The intellectual property rights of Aerzen Rental on all that Aerzen Rental provides to the Lessee under the Agreement between the Lessee and Aerzen Rental which, in any case, includes drawings, images, calculations, designs, processes, models and domain names (registered by the Lessee for the marketing of Aerzen Rental products) remain vested in Aerzen Rental and may only be used by the Lessee for the execution of the Agreement between Aerzen Rental and the Lessee. At the end of the Agreement, the relevant documents and information must be returned to Aerzen Rental on its demand.
- 14.2 All non-public information regarding the business processes of the Lessee and Aerzen Rental is considered private and confidential. The Lessee and Aerzen Rental do not share confidential information with third parties nor will they use it for their own business operations, unless this is necessary for the execution of an undertaking between the Lessee and Aerzen Rental.
- 14.3 In the event of a violation of Articles 14.1 and 14.2, the Lessee, without a notice of default being required, will owe Aerzen Rental a fine of €50,000 for each violation, without prejudice to Aerzen Rental's right to claim full compensation, including interest and costs. A fine paid or owed does not reduce any compensation payable, including interest and costs. The other party and Aerzen Rental hereby explicitly deviate from the provisions of Section 92, subsection 2, of Book 6 of the Dutch Civil Code.

Article 15: Privacy

- 15.1 If during the execution of the Agreement, Aerzen Rental or the Lessee obtains personal data provided by the other party and they process this personal data, they must process the personal data properly and carefully and comply with the legal regulations stipulated by the General Data Protection Regulation.
- 15.2 If within the meaning of the General Data Protection Regulation, Aerzen Rental or the Lessee is regarded as a processor, Aerzen Rental and the Lessee agree on a Written processing agreement that complies with the provisions of the General Data Protection Regulation.
- 15.3 Aerzen Rental and the Lessee will notify each other within five (5) working days of any request and/or any complaint from the supervisory authority or the Data Subject with regard to the personal data that is processed during the execution of the Agreement. Aerzen Rental and the Lessee give each other the cooperation required to meet the requests of the data subjects or the supervisory authority.
- 15.4 The Lessee indemnifies Aerzen Rental for administrative sanctions, remedial sanctions and punitive sanctions imposed on Aerzen Rental within the framework of processing operations performed by Aerzen Rental during the execution of the Agreement.

Article 16: Dissolution of the Agreement

- 16.1 The Agreement can be dissolved by Aerzen Rental by means of a Written statement to the Lessee, with immediate effect and without any notice of default being required, if the

Lessee does not comply with one or more of the provisions of the Agreement or these general terms and conditions, without prejudice to the right of Aerzen Rental to claim compensation from the Lessee.

- 16.2 The Agreement can furthermore be dissolved by Aerzen Rental by means of a Written statement to the Lessee, with immediate effect and without any notice of default being required, if:
- the Lessee files for bankruptcy or is declared bankrupt;
 - the Lessee applies for or is granted a suspension of payments;
 - the debt rescheduling scheme is declared applicable to the Lessee pursuant to the Debt Restructuring (Natural Persons) Act;
 - all or some of the property of the Lessee is seized;
 - the Lessee dies;
 - the Lessee is dissolved;
 - the Lessee is placed under guardianship or administration;
 - After the conclusion of the Agreement, Aerzen Rental becomes aware of other circumstances that give Aerzen Rental a good reason to fear that the Lessee will not meet his obligations;

all this without prejudice to Aerzen Rental's right to claim compensation from the Lessee.

- 16.3 In the cases referred to in paragraphs 1 and 2, Aerzen Rental is at all times entitled to once again take possession of the Rental Equipment, without any notice of default or prior notice being required. In that instance, the Lessee hereby undertakes to give Aerzen Rental the cooperation required by Aerzen Rental.

Article 17: Transferability of rights and obligations

- 17.1 The Lessee cannot transfer claims against Aerzen Rental, for whatever reason, to a third party. Such claims are explicitly non-transferable. This stipulation has effect under property law, within the meaning of Section 83, subsection 2 of the Dutch Civil Code.
- 17.2 The Lessee is not permitted to transfer any obligation under the Agreement and/or these general terms and conditions to a third party without the prior Written approval of Aerzen Rental.

Article 18: (Partial) voidness or voidability

If a provision of these general terms and conditions is void or voidable, it does not mean that these terms and conditions are void or voidable in their entirety or that another provision thereof is (partially) void or voidable. If a provision of these general terms and conditions is void or voidable (and subsequently voided), Aerzen Rental will replace it with a valid provision which reflects the purport of the invalid or voided provision as closely as possible.

Article 19: Lapse of law, applicable law and choice of forum

- 19.1 Insofar as not stipulated otherwise in these general terms and conditions, all rights to claim of the Lessee vis-à-vis Aerzen Rental will lapse at least one (1) year after the day on which the right to claim arose, unless the claim or claims are brought before the competent court within this period.
- 19.2 All legal relationships between the Lessee and Aerzen Rental are governed exclusively by Dutch law.
- 19.3 All disputes arising between the Lessee and Aerzen Rental as a result of relationships governed by these general terms and conditions will exclusively be submitted to the judgment of the Dutch court, more specifically, the competent court of the Arnhem District Court.