

**GENERAL CONDITIONS OF SALE**  
of the private limited liability companies  
**PALLETCENTRALE B.V.**  
Registered and holding office in Klundert,  
**PALLETCENTRALE PRODUCTION B.V.**  
Registered and holding office at Sas van Gent,  
**PALLETCENTRALE HELMOND B.V.**  
Registered and holding office in Helmond,  
**PALLETCENTRALE ROTTERDAM B.V.**  
Registered and holding an office in Rotterdam,  
**PALLETADAPTER B.V.**  
Registered and holding office in Klundert,  
**HOUT-SNIFFER B.V.**  
Registered and holding office in Klundert,  
**PALLETCENTRALE NOORD-HOLLAND B.V.**  
Registered and holding office in Middenmeer

#### Article 1 - Definitions

- 1.1 The term "Seller" in these terms and conditions means one of the companies listed below which is mentioned in the contract as contracting party: Palletcentrale B.V., with its registration and office at Klundert (Chamber of Commerce number: 24155121, visiting address: Houtsnipweg 2, 4791 PC Klundert and accessible via telephone number: 0168 357000), or Palletcentrale Helmond B.V., with its registration and office at Helmond (Chamber of Commerce number: 17155865, visiting address: Achterdijk 10, 5705 CB Helmond and accessible via telephone number: 0492 544970), or Palletcentrale Rotterdam B.V., having its registration and office in Rotterdam (Chamber of Commerce number: 24236551, visiting address: Opijnenstraat 23, 3087 CE Rotterdam and accessible via telephone number: 010 4951295), or Palletadapter B.V., with its registration and office at Klundert (Chamber of Commerce number: 20045099, visiting address: Houtsnipweg 2, 4791 PC Klundert and accessible via telephone number: 0168 3570 00), Palletcentrale Noord-Holland B.V. registered in Nibbixwoud and holding office in Middenmeer (Chamber of Commerce number: 37118740, visiting address: Agriport 211, 1775 TA Middenmeer and accessible via telephone number: 0227 544169), or Hout-Snipper B.V., registered and holding office Klundert, (Chamber of Commerce number: 20109718, visiting address: Houtsnipweg 2, 4791 PC Klundert and accessible via telephone number: 0168 357035), or Palletcentrale Productie B.V. registered in Klundert and holding office in Sas van Gent (Chamber of Commerce number: 20131824, visiting address: Suikerdijk 2, 4551 BT Sas van Gent and accessible via telephone number: 0115 460811). All mentioned companies can also be reached via the Website, via [info@palletcentrale.nl](mailto:info@palletcentrale.nl) and via 0168 357010.
- 1.2 Under "Buyer" is meant in these conditions: the natural person, whether or not acting in the exercise of a profession or business, including the Customer-Consumer, or the legal person or the partnership that in connection with the provision of services and / or goods by the Seller or the performance of any other performance with the Seller has entered into an agreement or to that end is negotiating with the Seller.
- 1.3 Under "Customer-Consumer" is meant in these conditions: the natural person who does not act in the exercise of a profession or company that enters into an agreement with the Seller.
- 1.4 The term "parties" in these conditions means: Seller and Buyer.
- 1.5 "Agreement" in these conditions means: every agreement between the Buyer and the Seller to deliver services and / or goods by the Seller on behalf of the Buyer.
- 1.6 "Website" means: [www.palletcentrale.nl](http://www.palletcentrale.nl).

#### Article 2 - Applicability

- 2.1 These terms and conditions apply to all offers and quotes from, contracts and agreements with Seller.
- 2.2 Publication of these terms and conditions may be effected, inter alia, by mentioning on (the back of) the letterhead, quotation, order confirmation, invoice and on the Website.
- 2.3 Agreements that deviate from these conditions or supplement these, are only binding if they have been agreed in writing, and only apply on a case-by-case basis.
- 2.4 The possible applicability by the Buyer used general terms and conditions is hereby explicitly rejected.
- 2.5 In the event that these terms and conditions are also drafted in a language other than Dutch, the Dutch text is always decisive in the event of differences.
- 2.6 The possible voidability or nullity of a provision of the agreement and / or these conditions does not affect the validity of the remaining part of the agreement and / or these conditions. Instead of the deleted or void part, the agreement will then be deemed to have come into line with what is legally permissible the closest to what the parties would have agreed if they had known the nullity or voidability.
- 2.7 If the Seller does not demand strict compliance with these conditions in a particular case, this does not mean that these conditions would not apply or that the Seller would lose the right to desire strict compliance with these conditions in similar future situations.

#### Article 3 - Offer and acceptance

- 3.1 Every offer from the Seller is revocable, even if a period for acceptance has been set.
- 3.2 All offers, quotations, cost estimates and the like of the Seller, oral, in writing, by telephone, by fax, via the Website, by email or in any other way, are entirely without obligation and may, insofar as the law allows, be immediately revoked by the Seller, even immediately after the Buyer has accepted the offer.
- 3.3 All information and / or specifications provided with an offer, quotation, etc. are always approximate and are only binding for the Seller if this has been expressly confirmed in writing.
- 3.4 If a quotation from the Seller has not been followed by a written unconditional acceptance within 14 days or a specified other period, it has expired.

#### Article 4 - Agreements

- 4.1 An agreement between the parties commences from the moment the Seller receives an unconditionally signed quote by the Buyer or, if earlier, at the time when the Seller commences the execution of the order.
- 4.2 Agreements with subordinate employees or other (intermediate) persons of the Seller do not bind the Seller insofar as these agreements have not been confirmed in writing by the Seller's statutory management.
- 4.3 The order confirmation is deemed to accurately and completely reflect the agreement.
- 4.4 The Seller shall not be held liable regarding misunderstandings, delays or failure to properly communicate data and communications as a result of the use of any means of communication between the Seller and the Buyer, or between the Seller and third parties, insofar as these relate to the Seller and the Buyer, unless there is intent or gross negligence on the part of the Seller.
- 4.5 If the Seller concludes an agreement with two or more persons or legal persons, each of these (legal) persons shall be jointly and severally liable for the fulfilment of the obligations arising for them from that agreement regarding the Seller.
- 4.6 The Seller reserves the right to terminate the agreement in whole or in part without judicial intervention, if the Buyer applies for a (provisional) suspension of payment, if the bankruptcy of the Buyer is applied for, if the assignment cannot reasonably be anymore completed, if the Buyer dies, or if the Buyer is negligent in providing information that the Seller requires from the Buyer or requires in the context of the concluded agreement. If the agreement is dissolved by the Seller on one of the aforementioned grounds, the Buyer will automatically owe the Seller a compensation for the internal costs incurred and loss of profit of 25% of the agreed fee with a minimum of € 500.00. In addition, the Buyer shall reimburse all other costs incurred by the Seller in preparation for the services to be delivered by him, as well as all other damage suffered by the Seller. Insofar as the Seller (on the basis of one of the aforementioned grounds) might dissolve the agreement concluded between the parties, it is not obliged to pay any compensation or compensation to the Buyer for whatever reason.
- 4.7 The Buyer's right to the performance of the agreement, which results from an agreement with the Seller for the Buyer, is not transferable without prior written permission from the Seller.

#### Article 5 - Delivery and delivery time

- 5.1 Due to the nature of its business and its products, the Seller is to a large extent dependent on the performance of third parties (such as suppliers, transporters, customs authorities and other authorities), so that the Seller cannot guarantee that the agreement can be fulfilled completely and in time by it.
- 5.2 The terms stated by the Seller are based as far as possible on the circumstances applicable at the time of the conclusion of the agreement. However, they are never binding or fatal. If the Buyer is a Customer-Consumer, the Seller delivers the ordered goods within 30 days after the conclusion of the Agreement, unless otherwise agreed.
- 5.3 Exceeding by the Seller of agreed terms does not entitle Buyer to dissolve the agreement, unless Seller is in default for more than 30 days, after being declared in default. Damage compensation is then never due by the Seller.
- 5.4 The goods sold by the Seller will be delivered from the business or storage premises of the Seller, unless otherwise agreed. The risk transfers to Buyer as far as the law allows, as soon as the items have left the business or storage premises or as soon as the goods have been segregated for Buyer and notice has been given or sent that the purchased goods are ready for delivery. The transport risk is for the Buyer insofar as permitted by law.
- 5.5 Buyer will purchase the goods and / or services as soon as Seller offers them. If the Buyer fails to comply with the aforementioned obligation, the Seller can, without prejudice to its authority to demand fulfilment, dissolve the agreement, in which case the provisions of Article 4.6, second paragraph, shall apply.

#### Article 6 - Prices

- 6.1 The agreed prices are exclusive VAT and are based on the cost-determining factors at the time of the offer. Seller reserves, to the extent permitted by law, the right to charge the altered cost-determining factors after the date of the offer or order confirmation, on which the Seller cannot reasonably exert influence, such as increase or increase in timber prices, purchase prices, excise duties, social security charges, insurance proceeds, etc. tolls, shipping / transport costs or sales tax, to the Buyer, even if a certain price was agreed.

6.2 Any transport costs, shipping costs, insurance costs and all other costs incurred in connection with the (delivery) costs are not included in the price, unless otherwise agreed in writing.

#### Article 7 - Payment

- 7.1 The payment term for invoices is fourteen (14) days after the invoice date. Deviating payment agreements only apply if they have been agreed in writing.
- 7.2 The Seller can demand that payment occurs at the moment that a transaction is realised. If necessary, it will draft a 'pro forma' (final) invoice in this connection.
- 7.3 Contrary to articles 7.1 and 7.2, payments on the basis of an agreement that the Buyer has entered into with the Seller via the Website must be made via the payment methods offered in the web shop. In the payment method "After purchase within 14 days" the payment term for invoices is fourteen (14) days after the invoice date. This payment must be paid within 14 days to Billink B.V. (hereinafter: Billink). All rights arising from the claim have been transferred by us to Billink, who is in charge of the collection of the claim. Click [here](#) for more information about the terms of Billink.
- 7.4 The Buyer shall not suspend or settle the payment of the compensation to the Seller, except insofar as provisions of mandatory law oppose this.
- 7.5 All payments will be made to a bank or giro account to be designated by the Seller in writing.
- 7.6 Payments will be made in Euro unless otherwise stated.
- 7.7 Payments from Buyer always first serve to settle the overdue interest and (extra) judicial collection costs owed and are subsequently deducted from the oldest outstanding claim, even if the Buyer states that the payment relates to a subsequent claim or other item.
- 7.8 Buyer is in default by the mere lapse of the payment term without notice of default being required. If the Seller reasonably has reason to doubt the punctual fulfilment of the obligations of the Buyer, the claims of the Seller are immediately due, irrespective of any agreed payment term.
- 7.9 During the period of its default, the Buyer will owe default interest of 2% per month or part of a month on the outstanding claims. After the end of a year, the amount on which the interest is calculated is increased by the interest due for that year.
- 7.10 If the Buyer is in default with any payment, the Seller can suspend its performances, while he can also dissolve the agreement without judicial intervention, in which case article 4.6 second paragraph shall apply.
- 7.11 If the Buyer will either be slow or in default to comply with one or more of his obligations, all reasonable expenses, made in order to come to settlement without juridical interference, will be for account of the Buyer. If the Buyer remains in default in the timely payment of a sum of money, he will in any case forfeit an immediately due and payable fine of 15% of the amount still owed, inter alia, with a minimum of € 75.00.
- 7.12 If Seller demonstrates that he has incurred higher expenses, which were reasonably necessary, said expenses shall also qualify for reimbursement.
- 7.13 The Buyer owes statutory commercial interest on the collection costs incurred.

#### Article – 8 Additions and changes

- 8.1 Additional agreements or changes to the agreement will only bind the Seller if it has confirmed them in writing.
- 8.2 Additional agreements, changes or external circumstances on which the Seller has no influence, may lead to an extension of the time schedule agreed by the parties.
- 8.3 Additional work and costs on the part of the Seller as a result of additional agreements or changes or external circumstances on which the Seller has no influence, may be charged to the Buyer.

#### Article 9 - Deposit and security deposit

- 9.1 The Seller can always, before proceeding with the fulfilment of the agreement, demand further proof from the Buyer that he provides sufficient security for the fulfilment of its payment obligations, for example by charging an advance payment, on the understanding that the advance payment for a Customer-Consumer agreement cannot succeed half of the purchase price, unless otherwise agreed.
- 9.2 Buyer will pay the advance within the required period. Buyer will be in default by the expiry of the aforementioned term; a notice of default is hereby not required. Before security is provided and if the Buyer is in default with the provision of security, the Seller can suspend his activities, while he can also dissolve the agreement without judicial intervention, in which case Section 4.6 second paragraph shall apply.

#### Article 10 - General obligations Buyer

- 10.1 Buyer will provide all data and documents the Seller reasonably needs for the correct execution of the agreement, timely and in the desired format and manner at Seller's disposal and Buyer will also keep Seller informed of all relevant information.
- 10.2 In the case that the information provided by the Buyer is incorrect, incomplete and / or not reliable, all additional costs incurred hereby by the Seller in connection with the performance of the agreement shall be borne by the Buyer, without prejudice to the obligation of the Buyer to indemnify Seller against third parties claims.

#### Article 11 - Collaboration reporting and control

11.1 The Seller shall keep all information of a (knowable) confidential nature - except for obligations that the law, the judge or the government imposes, to disclose certain information to third parties, confidential.

11.2 The Seller is entitled to use numerical results obtained after processing, provided these results cannot be traced back to individual Buyers, for statistical or comparative purposes.

#### Article 12 - Reserved property

- 12.1 Seller reserves the ownership of all goods delivered by it to Buyer until the purchase price for all these items, including future ones, has been paid in full. Furthermore, reserved property applies to the claims which the Seller may exercise towards the Buyer due to the Buyer's failure to comply with one or more of his other obligations towards the Seller. As long as the ownership of the delivered goods has not been transferred to the Buyer, he may not assemble, add or install, use, consume, sell, pledge or grant any other right to a third party. Deliveries that have been transferred into Buyer's ownership through payment and other goods held by the Seller will still serve as security for those claims that the Seller may have against the Buyer for whatever reason (reserved non-possessory right of pledge).
- 12.2 The Buyer shall keep the goods delivered under reserved property carefully and always as recognisable property of the Seller. Buyer shall insure the goods for the duration of the reserved property against all usual risks. Buyer hereby authorizes Seller to pledge (silently) all its claims against the insurers under the said insurance policies to the insurers in the sense of art. 3: 239 Dutch Civil Code, to multiple surety of Seller's claims against Buyer. If the Buyer fails to comply with his payment obligations towards the Seller or the Seller has good reason to fear that he will fail in his obligations, the Seller may at any time (let) take back the goods delivered under reserved property. After repossession, the Buyer will be credited for the market value (on the basis of the purchase price), which in no case can be higher than the original purchase price, less the costs of the repossession.

#### Article 13 - Right of retention and Right of pledge

- 13.1 The Seller may, until the time when the Buyer has fulfilled all its obligations towards the Seller, hold goods, documents and monies which the Seller receives in connection with its agreements with the Buyer, at the expense and risk of the Buyer.
- 13.2 All items, documents and monies that the Seller has or will acquire for whatever reason, serve as security for all claims that it has or will have against the Buyer.
- 13.3 Seller may also exercise the rights granted to him in paragraphs 1 and 2 for what the Buyer still owes in connection with other agreements, whether or not with group companies.

#### Article 14 - Complaints and dissolution

- 14.1 The Buyer shall immediately check the delivered goods for possible deviations from the agreed upon delivery.
- 14.2 Any complaints must be submitted to the Seller promptly, and within 5 days after actual delivery, by fax, with accurate statement of the facts to which these complaints relate, in the absence of which Buyer is deemed to have accepted irrevocably and unconditionally the delivered / performed. The Customer-Consumer must report defects as soon as possible and in any case within 2 months after the discovery.
- 14.3 Any right to complain expires, if and as soon as Buyer edits, assembles, modifies, transfers, mixes the delivered with other items or does not properly preserve, or does not keep it available to the Seller.
- 14.4 Complaints are not allowed with respect to trade-related or business-related or minor deviations in colours, qualities, compositions, thickness, quantities, dates, etc.
- 14.5 The Seller is only obliged to accept submitted complaints, if the Buyer has fulfilled all his contractual obligations towards the Seller, for whatever reason. The Buyer will not be able to suspend or settle his obligations in connection with a complaint submitted by him, except insofar as provisions of mandatory law oppose this.
- 14.6 If the complaints of the Buyer, partly in view of the above-mentioned, are well-founded, the Seller shall, after consultation with the Buyer, ensure that within a reasonable period of time a similar item or comparable one is delivered. The Buyer shall transfer the replaced goods or parts to the Seller on request or keep them for proper control during a reasonable period of time. Entire or partial termination of the agreement by the Buyer is only possible in cooperation with the Seller.
- 14.7 If the complaints of the Buyer, partly in view of the above, are well-founded, but the re-delivery of the goods or service within a reasonable period is not possible, the Seller is entitled to deliver goods or service of a similar type or to apply a reasonable price reduction. Entire or partial termination of the agreement by the Buyer is only possible in cooperation with the Seller.
- 14.8 Except in case of intent or gross negligence Seller is not liable for more or any damage or obligation, which may arise on behalf of the Buyer and / or third parties as a result of the fact that re-delivery is not possible and the Seller delivers a similar type.
- 14.9 If compliance with the agreement proves (temporarily) impossible, the Seller will inform the Buyer about the expected delay / delivery time and about any additional or reduced price of a replacement item and / or service. If the Customer-Consumer does not agree with the new delivery period and / or with

**Met opmerkingen [A1]:** In de brontekst staat: "...herleven van een zaak...". Is dit wellicht een typefout en wordt hier 'herleveren' (re-delivery) bedoeld, zoals in 14.6 en 14.7?

Projectmanager – Francisca Koldenhof

delivery of the replacement article and / or service, he may dissolve the non-executed part of the Agreement, unless there is force majeure and compliance is not permanently impossible. Seller is then only obliged to reimburse the payments already received from Buyer in respect of the part of the Agreement that has not been performed.

#### **Article 15 - Return shipments**

- 15.1 Return shipments to the Seller with a refund of the purchase price are only permitted with the permission of the Seller.
- 15.2 Return shipments to the Seller shall take place at the expense and risk of the Buyer. In the event of justified complaints, the shipping costs will be reimbursed by the Seller.
- 15.3 The Seller is entitled to refuse late returns and / or manifestly unfounded returns, as well as returns whose costs have not been prepaid.
- 15.4 If the Seller stores the returned goods or otherwise attracts these items, this will be done at the expense and risk of the Buyer. No approval or acceptance of the return shipment can ever be derived from these measures.
- 15.5 This article does not apply if the application of article 16 applies.

#### **Article 16 - Revocation right**

- 16.1 The Customer-Consumer who has entered into an Agreement with the Seller via the Website can terminate the agreement without giving reasons during a cooling-off period of 14 days. This reflection commences on:
  - a. on the day on which the contract is entered into if it concerns an agreement to deliver a service that has not yet been fulfilled;
  - b. on the day on which Customer-Consumer received the item;
  - c. if Customer-Consumer ordered several items in the same order: on the day on which Customer-Consumer received the last item;
  - d. if the delivery of an item consists of several shipments or parts: on the day on which Customer-Consumer received the last shipment or the last part; and
  - e. relating Agreements for regular delivery of goods during a certain period: on the day on which Customer-Consumer has received the first item.
- 16.2 During the cooling-off period, the Customer-Consumer will handle the item and the packaging carefully. Customer-Consumer can only unpack the item and inspect it to assess whether he wants to keep the item. As long as Customer-Consumer has not decided to keep the goods, he may not use the goods and the Seller is entitled to compensation if the goods decrease in value as a result of careless handling and / or use by Customer-Consumer.
- 16.3 If the Customer-Consumer makes use of his right of withdrawal, he will report this within the cooling-off period by means of the model form (attachment 1) for revocation or by means of an otherwise unambiguously way to Seller. As soon as possible and in any event within 14 days of the notification, the Customer-Consumer will return the goods in original, unused and undamaged condition and packaging in accordance with the instructions provided by the Seller or hand them over to the Seller, together with all accessories supplied.
- 16.4 Customer-Consumer is charged with the costs of returning the item, unless otherwise agreed.
- 16.5 The right of revocation is excluded with regard to items that are made, mixed, modified, adapted or custom made at the request of the Customer-Consumer, and items normally not handled by the Seller and which have been ordered from third parties at the request of the Customer-Consumer.

#### **Article 17 - Liability and Indemnification**

- 17.1 In the event of shortcomings, which fall within a legal relationship to which these general terms and conditions apply, the Seller shall not held liable, except in situations of intent or gross negligence, for any trading loss, property damage, personal injury or any other damage whatsoever, directly or indirectly, towards the Buyer and / or third parties. Seller is at most obliged to deliver the goods or service again, or, if delivery is not reasonably possible, to apply a reasonable price reduction.
- 17.2 Any liability on the part of the Seller is limited to the damage that could be foreseen, possibly as a result of the action requiring payment, with a maximum of the amount paid out in the relevant situation under the subscribed liability insurance. Increased by the amount of the deductible which, according to the policy conditions, is not charged to the insurer.
- 17.3 Without prejudice to the provisions elsewhere in these general terms and conditions, the Seller shall never held liable for goods and / or services that it has purchased from third parties other than insofar as these third parties are liable towards the Seller and provide redress.
- 17.4 The Seller is not held liable for damage in any form whatsoever in the event that the Seller himself provides loading and / or unloading with a forklift belonging to the Buyer.
- 17.5 The Seller is not held liable if the Buyer has not promptly reported the damage to the Seller in writing within 5 days after it discovered or could have discovered it.
- 17.6 The Seller stipulates all legal and contractual defences which it can invoke to defend its own liability towards the Buyer, also for the benefit of its subordinates and non-subordinates for whose conduct he would be held legally liable.
- 17.7 The Buyer shall fully indemnify the Seller against any form of liability that could rest on the Seller towards third parties regarding delivered goods or provided services by the Seller, insofar as this liability does not rest on the Seller under these conditions.

17.8 Any (legal) claims must also be brought before the court at the latest 1 year after delivery of the agreed services and / or cases in court.

17.9 With respect to the Customer-Consumer, the limitation of liability and indemnity only applies insofar as permitted by law.

#### **Article 18 - Force majeure**

- 18.1 Force majeure ("non-attributable shortcoming") is understood to mean: any circumstance beyond the control of the parties, possibly unforeseeable, as a result of which fulfilment of the agreement can no longer reasonably be demanded by the Buyer from the Seller.
- 18.2 Seller's force majeure is in any case understood as: strike, excessive absenteeism of the Seller's employees, fire, sabotage, government measures, computer and telephone failures at the Seller's premises, unusual price increases, problems with suppliers, transporters and involuntary breakdowns or impediments which make the execution of the agreement more expensive and / or more objectionable, such as storm damage and / or other natural disasters, as well as breach of contract ("attributable shortcoming") by the Seller's or Buyer's auxiliary persons, as a result of which the Seller cannot fulfil his obligations (anymore) towards the Buyer (in time).
- 18.3 If a situation of force majeure arises, the Seller can suspend the performance of the agreement or terminate the agreement definitively; The Buyer can do this as well, but only after the Seller has not fulfilled its obligations 60 days after serving notice. In case of dissolution in the event of force majeure, the Seller will not owe any compensation.
- 18.4 The Seller may demand payment for the services performed in the execution of the relevant agreement before the circumstance which caused the force majeure has occurred.
- 18.5 The Seller may also invoke force majeure if the circumstance that causes the force majeure occurs after its service should have been delivered.

#### **Article 19 - Applicable law and disputes**

- 19.1 All legal relationships between the parties are exclusively subject to Dutch law.
- 19.2 The provisions of the Vienna Sales Convention are not applicable, nor are any other existing or future regulations regarding the purchase of movable tangible property whose effect can be excluded by the parties.
- 19.3 Any disputes that may arise between the parties will in the first instance be settled exclusively by the District Court of Rotterdam (ground proceedings) or the Facility judge of the District Court of Rotterdam (summary proceedings).

#### **GENERAL RENTAL CONDITIONS**

#### **Article 20 - General**

- 20.1 The provisions mentioned in this section are applicable in addition to the general provisions in articles 1 up to and including 19 of these general terms and conditions if the Seller rents out goods to the Buyer. In this department, the 'Lessor' must be read for the Seller and the 'Lessee' for the Buyer.
- 20.2 Insofar as and in the event of inconsistencies between provisions in articles 1 up to and including 19 and provisions of this section, the provisions of this section prevail.

#### **Article 21 - Provision of the leased property**

- 21.1 Unless expressly agreed otherwise in writing, the leased property is leased from the business or storage premises of the Lessor's branch where it was ordered by the Lessee, or from the business or storage premises of a branch to be specified by the Lessor, this according to (free) choice of the Lessor. The risk transfers to the Lessee as soon as the leased equipment leaves the business or storage premises of the Lessor or as soon as the leased property is separated in favour for the Lessee and the Lessee has been informed that the leased property is available for him. The transport risk is on account for the Lessee.
- 21.2 Before the leased property is made available to the Lessee, the Lessor will draft a delivery report about the condition of the leased property. The delivery report will be signed by the Lessor and Lessee. After signing the delivery report, the Lessee cannot invoke non-conformity in respect of the leased property.
- 21.3 The Lessee will receive the leased item as soon as the Lessor makes it available.

#### **Article 22 - Destination and use**

- 22.1 The Lessee will use the leased property as a good Buyer and only use it for the purpose for which the leased property is suitable according to its nature.
- 22.2 The Lessee shall use the leased property with due observance of instructions and / or instructions from the Lessor and / or instructions for use etc. The Lessee is liable for all damage resulting from not or not fully complying with or complying with these instructions and / or instructions from the Lessor and / or instructions for use, etc.

#### **Article 23 - Ownership and condition of the leased / renegotiation**

- 23.1 The leased property is and remains the property of the Lessor. Lessee is therefore not authorised to dispose of, pawn or otherwise encumber the leased property.

- 23.2 Without the Lessor's prior written consent, the Lessee may not allow the leased property wholly or partially be used by third parties or to be subcontracted to third parties. If Lessee acts in violation of the aforementioned obligation, Lessor shall forfeit a fine of € 1,000 per day or part of a day that the violation continues, without prejudice to the Lessor's right to terminate the agreement, in which case article 4.6 second paragraph applies; and without prejudice to the right of the Lessor to compensation and / or claiming termination of the sublease or in use.

**Article 24 - Obligation Lessee**

- 24.1 The Lessee is obliged to insure the leased property with a solid insurance company against all insurable damage and to keep it insured until the return to the Lessor. The Lessee's rights towards the insurer arising from this insurance contract are already transferred to the Lessor in advance by way of assignment; The Lessee furthermore undertakes to hand over the policy to the Lessor after receipt and is obliged to provide the Lessor with all premium receipts for inspection at the Lessor's first request. On the policy, all data of parties other than the Lessee which refer to a person will be made unrecognisable by the Lessor.
- 24.2 In the event of disposal, theft or misappropriation of the leased property, the Lessee is obliged to report this as soon as possible and to hand over a photocopy of the police report to the Lessor immediately. On the photocopy, all data of the party other than the Lessee which can be traced back to a person must be made unrecognisable. Until the date of receipt of the compensation by the Lessee from his insurance company and payment thereof to the Lessor, the agreed rental price must be paid.
- 24.3 Unless the Lessor has given his prior written consent, Lessee will not be allowed to use the leased property at sea, on ships and / or outside the Netherlands.

**Article 25 - Control**

- 25.1 The Lessor has the right at all times to exercise control over the maintenance and the condition of the leased property or to have control exercised. He is at all times and irrevocably authorised to enter the Lessee's premises for this purpose.

**Article 26 - Termination**

- 26.1 If the lease agreement has been concluded for a definite period of time, it can only be terminated in writing by the Lessor prematurely, subject to a notice period of 14 days.
- 26.2 If the lease has been concluded for an indefinite period of time, it can be cancelled by both parties by registered letter by the first day of a calendar month, with due observance of a period of at least 14 days.

**Article 27 - Return after the end of the lease agreement**

- 27.1 Unless otherwise agreed in writing, the Lessor shall clean the leased property and - apart from normal wear and tear of the leased property when used as a good Buyer - return it to the Lessor in its original state by making the leased property available to the Lessor in the business or storage premises of the branch of the Lessor where the Lessor has made the lease property available to the Lessee during the normal opening hours of that branch and all this no later than on the day on which the lease agreement ends by the expiration of the agreed lease term or otherwise.
- 27.2 If the Lessee does not make the leased property available at the applied premises and date, the Lessee will be in default without notice of default being required. In that case, the Lessee will forfeit a fine of € 500 for every day or part of a day that he remains in default to make the leased property available to the Lessor at the entitled premises. In addition, the Lessee will compensate all damage suffered by the Lessor. Furthermore, the Lessor is then allowed, and hereby explicitly authorised by the Lessee, to enter the premises where the leased property is located in order to take possession of the leased property. The associated costs will be borne by the Lessee.
- 27.3 If after return it appears that the leased property has been damaged and / or has not been cleaned, the Lessee is liable for the damage the Lessor suffers as a result and / or will suffer.