

## GENERAL TERMS OF ROB-GROUP = ROB RENT – ROTA TRUCKS – ROB VERHUUR – ROB LOCATION

### Table of Contents

|      |                                                              |   |
|------|--------------------------------------------------------------|---|
| I.   | GENERAL .....                                                | 1 |
| 1.   | Definitions .....                                            | 1 |
| 2.   | Scope .....                                                  | 1 |
| 3.   | Price, quotations and orders .....                           | 1 |
| 4.   | Delivery and execution .....                                 | 1 |
| 5.   | Payments .....                                               | 2 |
| 6.   | Liability .....                                              | 2 |
| 7.   | Right of retention .....                                     | 2 |
| 8.   | Force majeure and changed circumstances .....                | 2 |
| 9.   | Nullity .....                                                | 2 |
| 10.  | Processing of personal data .....                            | 2 |
| II.  | RENTAL .....                                                 | 3 |
| 1.   | Rental period .....                                          | 3 |
| 2.   | The rental price .....                                       | 3 |
| 3.   | The condition of the rented machines .....                   | 3 |
| 4.   | Obligations of the client .....                              | 4 |
| 5.   | Rights of ROB-GROUP .....                                    | 5 |
| 6.   | Insurance .....                                              | 5 |
| 7.   | Cancellation of the rental agreement .....                   | 5 |
| 8.   | Early termination of the rental agreement by ROB-GROUP ..... | 5 |
| III. | SALE .....                                                   | 6 |
| IV.  | TRAINING COURSES .....                                       | 6 |

### I. GENERAL

#### 1. Definitions

- ROB-GROUP = ROB RENT – ROTA TRUCKS – ROB VERHUUR – ROB LOCATION
- Customer: the natural or legal person requesting ROB-GROUP to provide certain services or supply goods. This person can be, among others, a user, an individual, a company, a temporary association, a craftsman, a collectivity, etc.
- Machine/Equipment: the rented/sold device
- Day: every calendar day

#### 2. Scope

These general terms and conditions **apply** to all quotations, invoices, agreements, assignments, rental agreements, deliveries, collections and training courses. These terms and conditions are valid as from the customer's acceptance of an offer made by ROB-GROUP or as from the confirmation or delivery by ROB-GROUP following a customer's request to carry out an assignment, let or sell equipment or give a training course.

The customer **fully and unreservedly** agrees to these general terms and conditions. Any deviation from these terms and conditions must be requested in advance in writing by the customer and be approved in writing by ROB-GROUP. These general terms and conditions take precedence over the customer's general terms and conditions and supersede all previous written or oral agreements.

The customer signs the rental agreement and returns it to ROB-GROUP within 24 hours of its receipt. In the absence of this, it will be assumed by placing an order and/or by using the equipment that the customer has accepted the contract and its terms and conditions.

Any holder of equipment **without a validly drawn up rental contract** may be prosecuted for embezzlement or theft.

As from the delivery of the equipment, the general terms and conditions are assumed to be **known** by the customer. The person receiving the equipment is assumed to be authorised to do so. The technical documentation is made available on request. In the absence of such request, the customer acknowledges being familiar with the regulations for using and servicing the equipment.

**Illustrations, dimensions, capacities, descriptions** and other indications regarding machines and options mentioned on the ROB-GROUP website are merely approximate and purely **informative**. They are given as non-binding information only.

#### 3. Price, quotations and orders

The prices are expressed in euro and exclusive of VAT. The price quoted by ROB-GROUP only applies to the **assignment, letting, delivery, collection or training course** according to the agreed specifications. Taxes, transport rates and other costs, if any, are on account of the customer. This enumeration is not limitative.

All quotations are entirely **non-binding**, unless it is explicitly stated otherwise in writing by ROB-GROUP. Quotations remain valid for 1 month.

The price only applies to the assignment, letting, delivery, collection or training course mentioned in the quotation.

ROB-GROUP assumes that the information provided by the customer is correct and may use it as the basis for its quotation.

The rental and transport price can be adjusted based on the indexation. This will be communicated in advance.

An additional surcharge for difficult to reach locations (e.g. city centres, abroad, etc.) is possible.

An assignment, letting, delivery, collection or training course **comes into being by the customer's acceptance** of a quotation given by ROB-GROUP or through ROB-GROUP's acceptance of a customer's request. The prior clauses also apply to changes and/or additions.

#### 4. Delivery and execution

Machines are made available to the customer on a site designated by ROB-GROUP. They must be returned at the end of the rental period to a site designated by ROB-GROUP. The equipment can be delivered to the address specified by the customer at the latter's risk, even if the customer is not present. The costs for **transport to and from the customer's site** are on the latter's account. The delivery of the equipment transfers the **legal custody** of the equipment to the customer.

An agreed delivery or execution term starts after ROB-GROUP has been given all **information and documents** required to execute the letting or sale.

Delivery and execution terms are **approximate** and do not imply a commitment. No delay or modification to the delivery or execution term or a defect to the machine can give rise to the dissolution, suspension or annulment of the contract or to the payment of any compensation for damage to the customer.

The customer must inform ROB-GROUP of the operating conditions of the rented equipment, communicating the operating and safety rules as established by the relevant **legislation and regulations**, the constructor and/or ROB-GROUP.

If **damage** is established upon delivery of the equipment, the customer must settle the legal obligations with the carrier and with ROB-GROUP within 4 hours at the latest.

In case of non-delivery or **non-performance**, any **advance payments** made by the customer will be **refunded** without interests or any other compensation.

## 5. Payments

The customer must pay all invoices for payments that he/she/it is due within the **payment term** stated on the invoice, such without being entitled to any discount or compensation. Disputes, if any, must be communicated in writing to ROB-GROUP within 10 working days of the invoice date. All invoices are assumed having been **accepted** if they have not been disputed. Discounts for cash payments are not allowed.

All invoices are payable - in cash or on the indicated due date - at the company's registered office. **In the event of non-payment** by the due date, interests on arrears will be due by operation of law and without notice of default at an interest rate of 12% per annum. Furthermore, in the event of non-payment on the due date, the invoice amount will be raised, by operation of law and without notice of default, by 12%, with a minimum of €300, as flat-rate compensation for the costs and charges related to the collection of the invoice outside of any court proceedings. This fee remains payable in the event of the judicial recovery of the invoice, in addition to the court fees established by law, without such constituting a double penalty. The late payment of one invoice will make all other invoices, which may not yet be due, immediately payable.

The customer **cannot suspend and/or postpone** payment of the price, nor apply any set-off against ROB-GROUP.

ROB-GROUP may assign its **claim(s)** against the customer to a **third party**.

**All judicial and extrajudicial costs** incurred by ROB-GROUP for the collection of any amount due to it are on account of the customer.

## 6. Liability

ROB-GROUP is not liable for the **improper and unlawful use** by the customer of machines, knowledge, advice, instructions or directions provided by ROB-GROUP.

The customer is liable for **damage** caused to the rented equipment during the rental period.

In case of non-compliance with any obligation by ROB-GROUP, ROB-GROUP can only be held liable if it has been served with a **written notice of default** by the customer and ROB-GROUP has been granted a reasonable period of time to remedy or rectify its alleged default. Except in cases of wilful misconduct or when the law so requires, ROB-GROUP will in no case, not even in the event of gross or repeated misconduct, be due to the customer, regardless of the basis, a **compensation for damage** exceeding the total invoice amount for renting the machine or a compensation for damage relating to indirect losses incurred by the customer (such as loss of profit, increase in overhead costs or other economic or consequential damage).

If ROB-GROUP is held liable by a third party for damage caused by a defect in or the use of sold or rented machines or by a training course, the customer will fully indemnify and compensate ROB-GROUP for the amount that ROB-GROUP has to pay to such third party, unless the customer can prove that the damage was deliberately caused by ROB-GROUP.

Under no circumstances can ROB GROUP be held liable towards **third parties** for the material and immaterial consequences of a temporary failure of or a defect in the equipment, regardless of the cause.

## 7. Right of retention

The customer grants ROB-GROUP a right of retention on all objects and documents provided to ROB-GROUP within the scope of the execution of the agreement and this as security for what the customer owes ROB-GROUP in whatever capacity and on whatever account.

## 8. Force majeure and changed circumstances

If ROB-GROUP is unable to perform the agreement due to force majeure, ROB-GROUP is entitled to **immediately terminate** all or part of the agreement without any court intervention being required **or to modify** or suspend the execution. In such event, ROB-GROUP may ask the customer to reimburse ROB-GROUP for the hours already performed, costs already incurred as well as the lost profit. Force majeure **does not entitle the customer to dissolving** or annulling the agreement or to any **compensation for damage** whatsoever. Direct and/or indirect operating losses will never be borne by ROB-GROUP. If a case of force majeure occurs, ROB-GROUP will inform the customer as soon as possible.

**Force majeure includes:** any circumstance independent of the will of the parties as a result of which fulfilment of the agreement by ROB-GROUP can no longer reasonably be demanded by the customer. The following circumstances may in any case be invoked by ROB-GROUP as force majeure (non-exhaustive): strikes by personnel, strikes by auxiliary parties or suppliers, defaults or delays on the part of other customers, suppliers or auxiliary parties, disruptions of and difficulties in transport and traffic, government measures, climatic conditions such as snow and heavy precipitation and a terrorist attack or a serious threat thereof.

If the **circumstances** assumed by the parties when concluding the agreement **change** during the term of the agreement to such an extent that the customer cannot in good faith expect an unchanged continuation of the agreement, consultations on a potential amendment of the agreement will take place between ROB-GROUP and the customer. If, after giving such consultation a reasonable chance, the customer and ROB-GROUP cannot reach a negotiated solution, ROB-GROUP will be entitled to terminate the agreement without being due any compensation for damage or notice period.

## 9. Nullity

If any provision of these general terms and conditions or an agreement is found nil and void or is considering not having been written, this will **not affect the remaining provisions** thereof. In this case, ROB-GROUP and the customer undertake to immediately negotiate in good faith in view of **replacing such provision** by a valid provision that comes as close as possible to the provision that is invalid or held not having been written.

## 10. Processing of personal data

Personal data and personal information of customers are carefully kept by ROB-GROUP. These data are only accessible to ROB-GROUP and its personnel. They will only be used for the purpose of executing the agreement and for setting up information campaigns for customers related to the activities of ROB-GROUP. If customers do not wish to receive such information from ROB-GROUP, they should inform ROB-GROUP accordingly. Customers are entitled to request the communication and correction of their data.

## II. RENTAL

### 1. Rental period

The customer always rents for a **duration agreed** with ROB-GROUP and **expressed per day, per week or per month**. The rental period is calculated from the day of collection or delivery up to the day the machine is signed out (in writing by sending an e-mail to [planning@robverhuur.be](mailto:planning@robverhuur.be)). However, if the customer him-/her-/itself assumes the return transport, the rental period will run up to and including the day on which the machine is returned. If the machine was still being used after the day the machine was signed out, these days will also be charged.

Each **unit of time** that has started is due, within the one-day limit.

The customer can only **extend** the originally agreed rental period after having requested this extension in advance in writing and after having obtained ROB-GROUP's consent.

### 2. The rental price

The rent is based on the use of the machine for a maximum of **8 hours per day, from Monday up to and including Friday. Rents per week apply to the 5 working days, rents per month to 20 working days**. Any use outside working days and any daily use exceeding 8 hours must be notified in advance and in writing by the customer and may result into an additional charge.

**For every started working hour exceeding** the working time of 8 hours per day, the customer will be due an additional amount. The machine is equipped with a counter to calculate the number of operating hours. For this purpose, ROB-GROUP is at all times entitled to record the hours. The sum payable is calculated according to the number of days the machine was effectively used.

ROB-GROUP is entitled to request an **advance payment** from the customer when entering into the agreement. The advance payment protects ROB-GROUP in case the customer fails to fulfil an obligation in whole or in part. This advance payment will be set off against what is still owed to ROB-GROUP or be refunded after termination of the rental period. No interests will be paid on the advance payment.

In case of an **approved extension**, ROB-GROUP will charge an additional rent for the additional rental period based on a pro-rata calculation of the agreed rent, unless it has been explicitly agreed otherwise.

The **rent will always be due** except in case of proven force majeure, even if the customer cannot use the machine due to any other cause. The rent is subject to **revision** without prior notice.

All agreed amounts are exclusive of VAT or any other taxes or levies of whatever nature that may be or become due on them. If and to the extent that any tax or levy may be due at any time in connection with the machine, it will be borne by the customer.

**A suspension of the rental period during the construction industry holiday and interruptions in the rental period** due to unexpected weather delays may be granted, but only upon such written request and no later than by 9am on the day itself. Interruptions in the rental period outside the construction industry holiday may amount to maximum 3 working days or 10% of the rental period. The rent is determined according to the effective rental days, excluding interruptions in the rental period.

The rent will be invoiced after the rental period. However, if the rental period covers several months, ROB-GROUP will invoice on a monthly basis for the rental period during that particular month.

### 3. The condition of the rented machines

Machines are let **in the condition they are in upon their delivery**.

Upon delivery, the customer examines the machine and checks it for **defects and deficiencies**. Acceptance of the machine without immediate protest covers visible defects. Except for the reported defects, the customer is deemed having received the machine in a proper state of maintenance, including all accessories and documents. Hidden defects discovered during the rental period and breakdowns must be communicated in writing by the customer to ROB-GROUP no later than 2 working days after their discovery. Failing this, the customer will be deemed having accepted the defect and having waived all claims against ROB-GROUP regarding the alleged hidden defect. The customer must show when he got to know about the hidden defect.

If the machine and/or accessories and/or documents are damaged or missing due to the customer's fault and such damage cannot be repaired in a reasonably short period of time or the missing part cannot be provided for in a reasonably short period of time, the **customer's obligation to pay the rent will continue** to exist. Even if the customer does not use the machine, the rent remains due.

Repairs in case of abnormal wear or breakage of parts due to improper use, an accident, negligence or the use by a **third-party** are at the customer's expense.

If the machine is **damaged, defective, stolen and/or destroyed**, as well as in the event of an **accident** involving the machine, the customer will inform ROB-GROUP in writing within 24 hours. The customer also undertakes to notify ROB-GROUP within 24 hours of any summons, subpoena or other judicial or extrajudicial document relating to an accident or insurance claim. This allows ROB-GROUP to notify its insurance company. In the event of an accident or insurance claim, the customer will immediately cooperate fully so as to be able to determine the damage and liability, settle the claim and collect all useful or necessary exhibits. In case of an accident resulting in a physical injury or in the event of theft or vandalism, the customer will **report this to the police**. This report must include the circumstances, date, time, place of the event as well as the identification of the relevant equipment. The customer remains liable for the consequences of any delayed or incomplete report.

In the event of damage, theft or loss of rented equipment, the **rental agreement** ends on the day of receipt of the insurance claim submitted by the customer to his/her/its insurance company. Upon return, the equipment will be examined. A list of damaged elements is prepared and handed over to the customer. The latter will be asked to come and assess the damage. In the absence of a response and 48 hours after having sent the list, ROB-GROUP will be entitled – automatically and by operation of law – to repair, clean or replace the damaged equipment. The customer will immediately have to pay the resulting costs, along with the rent up to the time of repair.

Any **damage**, other than ordinary wear and tear, established on the machine at the end of the rental period is deemed having been caused by the customer, who/that will have to pay for it. If new parts are necessary for repairing the equipment, the corresponding purchasing costs will be charged to the customer. If the machine and/or accessories are destroyed, lost or stolen or are no longer suitable for use or repair, the customer must also pay a compensation equal to the market value of the machine, without prejudice to ROB-GROUP's right to claim additional damage.

The customer is also liable for **material and physical damage** caused by the use of the equipment to third parties, to the customer him-/her-/itself or to the customer's personnel.

During the rental period, the customer will use the machine **with due diligence** and only within Europe in accordance with its nature and purpose. He/she/it will **not, neither in whole, nor in part**, make it available to **third parties for hire**, use or safekeeping, except with the prior written consent of ROB-GROUP, nor will he/she/it transfer it to third parties as security, act in any other way that is contrary to the interests of ROB-GROUP or encumber it in any way with any claim or charge. The customer will use the machine with due care and prudence, secure it effectively and park or store it in a legally correct place.

The customer takes care of the **daily maintenance** of the machine, including the regular external and internal cleaning of the machine and observance of the lubrication schedule communicated by ROB-GROUP.

The machine must be **protected** during paintworks or when using products that could make the machine dirty. Once such works have been completed, the platform or other accessories must be **cleared and cleaned**. For caterpillar machines, the customer must clean the tracks before the machine is collected. A cleaning and environmental fee will be charged when the machine is returned in a dirty state.

The machine is delivered with a **fuel tank that is filled for 1/3<sup>rd</sup> or with charged batteries**. At the end of the rental period, the customer must return the machine with the same amount of fuel or with the batteries fully recharged. The customer is responsible for oil, water and/or antifreeze refills, for checking the tyre pressure and, as the case may be, for repairing tyres, all according to the corresponding instruction booklet.

Repairs, major maintenance works, periodic inspections, including replacement of worn tyres and parts caused by **normal wear and tear** are carried out by and at the expense of ROB-GROUP, unless it appears that the customer has misused the machine or acted contrary to this agreement. ROB-GROUP must assist as soon as possible in repairing a defect to the machine that is solely due to ordinary wear and tear. The customer must grant the authorised representative of ROB-GROUP **free and adequate access** to its premises and sites for the (mandatory periodic) inspection, repair or collection of the machine or for any other purpose related to the machine.

The customer is bound to pay the **rent** while ROB-GROUP carries out the mandatory periodic inspections and repairs insofar as these amount to no more than 4 hours. The time required for this fully remains part of the rental period, even if the customer does not use the machine.

**Other repairs** are on account of the customer. The customer will not perform repairs or have them repaired, install replacement parts and/or make other changes to the machine without ROB-GROUP's prior written consent.

It is forbidden to use the machine when working near **harmful products** with health hazard classification R45/R49 (e.g. asbestos removal). The machine is not to be used in an environment with high temperatures or high humidity. The machine may not be used for sandblasting operations.

The **labels and markings** of ROB-GROUP on equipment may under no circumstances be removed or altered. The customer is not allowed to affix any inscription, brand or publicity onto the equipment.

The customer must man the machine with **competent drivers**, who hold the necessary driving licences and are adequately trained. The applicable legislation holds the employer responsible for giving proper training to its employees when using machinery (*Royal Decree of 04/05/1999 article 14 - Codex, title I, chapter III*).

The customer returns the machine **in the same condition as it was at the start** of the rental period. Together with the machine, the customer returns all documents and accessories delivered along with the machine to ROB-GROUP.

**Legal custody** is transferred to ROB-GROUP upon the physical repossession of the equipment. If upon expiry of the rental agreement the equipment is not immediately collected, the customer remains responsible for the rented equipment for up to 3 working days.

#### 4. Obligations of the client

The customer bears the **risks and responsibility** related to the machine as from the start up to the end of the rental period. This applies in any event as from the moment the machine leaves ROB-GROUP's premises up to 3 working days after the machine has been signed off. During the rental period, the customer is fully liable for the equipment, both as regards to ROB-GROUP and as regards to third parties.

ROB-GROUP is not liable to the customer for **damage to the customer's property** caused by the rented machine or agents of ROB-GROUP, unless the customer proves that the damage is due to intent or gross negligence on the part of ROB-GROUP. In the event that ROB-GROUP would be liable, such liability will be limited to an amount equal to the rent received from the customer.

The customer must adhere to the **operating and safety instructions** of which he/she/it has taken note upon receipt of the machine and to all applicable obligations and **regulations** relating to the possession and use of the machine. Among other things, customers must take into account that construction site machines are not designed for use on public roads. When using the machine on public roads, the customer must arrange for a license plate and observe all other applicable (including legal, administrative and fiscal) obligations associated with its use on public roads. All costs, charges, fines, towing costs, levies and penalties of any kind whatsoever pursuant to the renting of the machine are fully and solely on account of the customer and do not entitle the customer to a reduction of the rent or any other compensation in its favour.

The customer must arrange for a **suitable location** for the delivery and collection of the machine, taking into account traffic laws, parking bans, permit requirements and other restrictions. The customer must ensure that the **site** is accessible and passable for both machine and truck. The customer must also provide the necessary permits for entering the site. The customer is also responsible for the **payment of any delay, storage** or other costs whatsoever associated with the machine as from the moment it leaves ROB-GROUP's premises. **Fines, towing costs or other charges** imposed in connection with the machine due to facts or events that take place during the rental period are on account of the customer.

The customer remains responsible for the safe and legal storage of the machine **up to 3 working days** after the expiry of the rental period, being the reasonable time required for collecting the machine.

The customer stores the equipment in a **locked place** when not using it.

The customer will not remove the machine from its contractually established place of deployment. The machine may but be moved by the customer to another location with the prior written consent of ROB-GROUP.

**In view of the collection** of the machine, the customer will place the machine in such a way that no time is lost during the collection process. The customer stores the machine in an accessible and secured place for which no administrative authorisation or any other permit is required. ROB-GROUP assumes that collecting a machine takes about 15 minutes. Each additional hour started will be invoiced at 95€/hour.

The customer must immediately **inform** ROB-GROUP of **any relevant fact that could endanger the ownership or use of** the machine. This refers, for example, to the (attempted) removal or seizure of the machine. The customer will indemnify ROB-GROUP for all losses and damage resulting from it, as ROB-GROUP is the exclusive owner of the machine.

#### 5. Rights of ROB-GROUP

ROB-GROUP or its authorised representative is always entitled to **free access to the** customer's **premises**, sites or other locations where the machines are being kept to inspect or test the machine.

ROB-GROUP is entitled to **replace** all or part of the machines by similar machines or **take them back** in case of force majeure, misuse, the non-observance by the customer of any of its obligations or whenever ROB-GROUP, due to unforeseen circumstances, is unable to let the relevant machine(s). The customer will in any event pay the costs made for collecting the machines.

The customer acknowledges and accepts that ROB-GROUP may track the location of equipment using GPS technology for security and invoicing purposes and may retain such information to the extent necessary for those purposes, in accordance with the applicable privacy laws.

ROB-GROUP is entitled to **suspend** the performance of its **obligations** of whatever nature if the customer fails to perform any of its obligations under this or any other agreement with ROB-GROUP.

#### 6. Insurance

As from the time that the machine is made available to the customer, the latter is bound to take out comprehensive insurance for the machine based on its purchase value up to the moment it is returned to ROB-GROUP. The **customer must**, if so requested by ROB-GROUP, submit the relevant policy to ROB-GROUP for inspection. ROB-GROUP is also authorised to ask the customer for proof of the regular payment of the corresponding insurance premiums.

The customer hereby authorises ROB-GROUP to take itself all actions resulting from the damage caused to ROB-GROUP's property in the broadest sense of the word. The customer hereby irrevocably authorises ROB-GROUP to collect compensations from the insurance company itself. To this end, the customer hereby transfers in advance all claims that he/she/it may have or acquire against third parties on account of damage caused to ROB-GROUP's property, and ROB-GROUP hereby approves this transfer. The customer hereby irrevocably authorises ROB-GROUP to serve this transfer whenever applicable. ROB-GROUP is authorised to proceed with the collection of transferred claims and to give discharge for them.

Such **compensation** for damage by the customer in favour of ROB-GROUP is granted without delay. For non-repairable and stolen equipment, the compensation for damage is based on the cost for replacing the equipment by new equipment on the date of the insurance claim (catalogue price) minus an ageing percentage of 10% per year, with a maximum of 50%. For equipment not older than one year, the ageing rate amounts to 0.83% per month. In any case, the customer will be due a flat-rate compensation for damage of at least €250 exclusive of taxes. The compensation for damage paid by the customer does not presuppose the sale of the damaged equipment, which remains the sole property of ROB-GROUP. ROB-GROUP decides autonomously whether or not to proceed with repairs.

The customer exercises its rights against his/her/its insurance company a posteriori.

ROB-GROUP insures the **third-party liability** in traffic that is required for the machine, if so requested by the customer and provided that a machine fitted with a valid license plate is available. This service will be charged. This does not relieve the customer from its obligation to have a third-party liability insurance 'enterprise' or 'operations'. Damage caused to goods belonging to the customer remains excluded from the third-party liability cover in traffic and must be covered by the customer.

In the absence of insurance, the customer is considered its own insurer.

#### 7. Cancellation of the rental agreement

If the customer wishes to exercise his/her/its right, if any, to terminate the rental agreement, in whole or in part, he/she/it must notify ROB-GROUP in writing. This must be done no later than 24 hours before the delivery date and during a working day. Failing that, the rental agreement will be extended for at least an equal period.

The following will be charged:

- Two working days prior to the start of the rental period and such up to 6pm: no rent due.
- The day before the start of the rental period and such up to 4pm: 50% of the agreed day price & a handling fee.
- After 4pm the day before the start of the rental period or the day on which the rental period would start: 100% of the agreed day price & a handling fee, insofar as the transport has not yet departed. If the transport is already underway, an additional transport cost will be charged.

#### 8. Early termination of the rental agreement by ROB-GROUP

Without prejudice to any other contractual or statutory right of ROB-GROUP, the agreement may always be terminated by ROB-GROUP prematurely with immediate effect without prior notice, notice of default or judicial intervention in any of the following cases:

- If the customer fails to pay on time, in whole or in part: manifest insolvency and/or cessation of payment as well as any change in the customer's legal situation.
- If one or more provisions of this agreement and other agreements entered into by him/her/it are not strictly adhered to.
- If any form of attachment is levied on movable and/or immovable property of the customer or on any part thereof or on the machine.
- If judicial reorganisation proceedings are requested by the customer.
- If the customer is declared bankrupt, dies or is placed in receivership or if it would change its operating office outside Europe.
- If the customer decides to proceed with its dissolution or liquidation or if one or more partners of the customer leave the partnership.
- If after a notice of default the customer still fails to fulfil any of his/her/its obligations within the period specified in the notice of default.
- If the customer stops his/her/its professional activities.
- If a permit or suchlike that is required for carrying out the customer's business is revoked/not renewed.
- If, in the opinion of ROB-GROUP, circumstances occur at the customer's that significantly aggravate its risk and/or impede the normal execution of this agreement.
- If the machine is seriously damaged or breaks down entirely.
- If maintenance and/or repair costs that according to this agreement are on account of ROB-GROUP are higher than ROB-GROUP could reasonably have expected when entering into the agreement.
- In the event of serious shortcomings on the part of the customer, such as (but not limited to): conviction of theft or any other serious indictable offence, the loss or resale of or the encumbrance with securities or other charges on the machine, seizure of the machine, non-observation of information obligations...

- In case of damage to the reputation, image and/or good name of ROB-GROUP caused by the customer.

No rights for the customer arise from this. The early termination does **not** affect ROB-GROUP's **other rights** towards the customer. For the aforementioned reasons, ROB GROUP may also validly decide to make all outstanding amounts immediately payable. The early termination of the rental agreement by ROB-GROUP cannot give rise to any refund by ROB-GROUP of the rent received from the relevant customer. In any case, ROB-GROUP reserves the right to demand any other compensation (for damage).

The customer must immediately **notify** ROB-GROUP by **registered letter** about the above-mentioned circumstances. The customer is also under an obligation to immediately notify ROB-GROUP by registered mail about any change of address and other facts and events that have an impact on ROB-GROUP's position in relation to the customer or the machine. If ROB-GROUP does not express objections to the reported facts within 1 month of receiving the notification, ROB-GROUP will be deemed having consented.

### III. SALE

- ROB-GROUP may ask the customer for an advance payment or full payment before proceeding with the delivery of a machine.
- The customer bears the risks and responsibility for the delivery of the machine. The legal ownership of a machine passes at the latest of the following events: upon delivery of the sold machine or upon full payment of the purchase price – depending on what comes first.
- ROB-GROUP reserves the right to make any necessary and/or useful modifications to the sold machines before proceeding with their delivery.
- Upon delivery, the customer examines the machine and checks it for defects, shortcomings and, as the case may be, its correct installation. Acceptance of the machine without immediate written protest within 24 hours after the delivery at the latest covers the visible defects. Hidden defects must be communicated in writing to ROB-GROUP by the customer immediately after the customer has detected or normally should have detected these defects and at the latest within a period of 10 working days. Failing this, the customer will be deemed having accepted the hidden defect and having waived all claims against ROB-GROUP regarding the alleged hidden defect. The customer must show when it became aware of the hidden defect. Hidden defects are then established in an adversarial manner. If a hidden defect arises and the customer has reported it to ROB-GROUP in time, ROB-GROUP itself decides either to repair the machine, replace it, grant a price reduction or cancel the sale with a refund of the purchase price and the return of the sold machine. The customer cannot claim any additional compensation in such event.
- At the request of the customer, ROB-GROUP can inspect the machines, after which the customer will receive an inspection certificate.
- If the customer wishes to cancel the purchase of a machine, the customer is bound to reimburse ROB-GROUP for all damage and costs resulting from the cancellation, established at 30% of the sales price.

### IV. TRAINING COURSES

- At the latest upon registration, the customer or the persons specified by the customer will report to ROB-GROUP any physical or mental discomfort that may affect attendance at a training course. ROB-GROUP may refuse the customer or persons specified by the customer if they are unable to attend the training in a safe manner. By registering, the customer certifies that the participants are capable, competent and insured to attend the chosen training course.
- All training courses are organised subject to sufficient registrations. If there are insufficient registrations, ROB-GROUP may cancel the course. A cancellation by ROB GROUP cannot give rise to the payment of any compensation for damage.
- ROB-GROUP takes all reasonable steps to provide the customer or persons specified by the customer with information that is as complete and accurate as possible. However, ROB-GROUP gives no guarantee that its training courses fully meet the specific needs of the customer and it does not assume any responsibility for this.
- After having attended a training course, ROB-GROUP may provide the customer or persons specified by the customer with a certificate attesting participation in the course. Attending a course does not automatically entitle to a diploma. The right to a diploma only arises after the customer or the persons specified by the customer have passed an exam and paid the agreed price.
- ROB-GROUP will take all reasonable measures to allow the ordered training courses to proceed.
- If the customer and/or any of the persons specified by the customer cannot attend a training course, they can always arrange for their replacement. The customer must inform ROB-GROUP of such replacement(s) in good time.
- Customers may cancel or postpone their participation in a training course free of charge in writing up to 2 working days before the start of the training course. Any invoices paid will be refunded at the customer's request without interests or any other compensation. In the event participation is cancelled or postponed less than 48 hours before the start of the training course and if the customer or persons specified by the customer do not attend, the full price for the training course is due.
- Subject to legal exceptions, the content, approach and documentation of a training course may not, in whole or in part, be reproduced, translated, adapted or stored, nor may the content and documentation of a training course, in whole or in part, be communicated or transmitted to the public without the prior written consent of ROB-GROUP.
- The customer him-/her-/itself must provide the legally required personal protective equipment such as safety shoes.

### V. OTHER CLAUSES

Unless explicitly agreed otherwise in writing, ROB-GROUP is at all times entitled to have all or part of the agreement executed by third parties. In that case, the general terms and conditions continue to apply in full.

The performance of repairs and, in general, any provision of materials and/or personnel and the rendering of services by ROB-GROUP are also subject to these general terms and conditions.

Should ROB-GROUP not apply any provision of these general terms and conditions, or waive its rights on any point, this can never be interpreted in the sense that the general terms and conditions in general would no longer apply or that it waives its rights under the whole of these general terms and conditions.

Deviations from or additions to the agreement or the general terms and conditions will only be effective after having obtained the prior written consent of ROB-GROUP.

If the machine is let to several (legal) persons together, the customer will be jointly and severally liable for all obligations under this agreement.

All agreements are subject to **Belgian law**. In the event of disputes, the courts of the judicial districts of Ghent or Brussels will have exclusive jurisdiction, and ROB GROUP explicitly reserves the right to bring the case before a court of either district. Disputes falling under the jurisdiction of a Justice of the Peace court will be settled – as the case may be – by the Justice of the Peace court of the Fourth District of Ghent and/or by the Justice of the Peace court of the Second District of Brussels.

Please take **additional note** of the following letting conditions:

- The insurance of the machine is at the customer's expense and the customer declares having insured the machine him-/her-/itself.
- The customer is under an obligation to notify ROB-GROUP in writing when the machine may be collected. If not, the rental agreement will continue and the rent will be charged until the day of notification, such at the daily rate.
- An order form, prepared by the customer, must be handed in immediately.
- ROB-GROUP is in no way responsible for accidents that may occur.
- In the event of any defect or delay in delivery, ROB-GROUP cannot claim compensation for any delay in works and/or loss of production.
- The site is accessible for delivery and collection and meets the legal and technical (e.g. subsoil) requirements. A permit or parking ban, if any, must be provided by the customer.
- In the event the machine is stolen, the customer has to pay the market value of the machine within the month.
- Damage caused by the customer to the machine will be charged to it.
- The customer is not allowed to carry out repairs itself.
- ROB-GROUP can never be held liable for errors in the technical documents or in their interpretation.
- ROB-GROUP is entitled to collect the equipment at any time without such entitling the customer to any compensation for damage.
- The customer is bound to keep all accessories and documents delivered together with the equipment (manual, inspection report, maintenance data...) in good condition. If lost or damaged, the customer will be responsible for their replacement at his/her/its own expense.