

GENERAL AND SPECIAL CONDITIONS MA-BO

This English-language version only serves the purpose of reading. The Dutch version (alone) is leading and legally binding

OF: MA-BO Hoogwerkers B.V., established on Hengelderweg 8a 6942 NC in Didam, Version 12-2020

GENERAL CONDITIONS

Article 1 General

1.1 In these general conditions, the following terms are used in the meaning below, unless expressly indicated otherwise:

MA-BO : MA-BO Hoogwerkers B.V., the user of the conditions;
Customer : the (legal) person who concludes or has concluded an agreement with MA-BO or their representative(s), authorized representative(s), successor(s) in title and heirs;

(Rental) agreement : the agreement between MA-BO and customer.

- 2.1 All offers, agreements, and the implementation thereof are exclusively governed by the underlying conditions. Derogations must be established expressly in writing with MA-BO.
- 2.2 The applicability of such conditions as may be applied by customer is expressly excluded. Earlier or later references by customer to such conditions do not have legal effect, so that they do not need to be expressly rejected (every time).
- 2.3 The possible nullity or invalidity of one or more provisions of this agreement leaves unaffected the validity and the applicability of the remaining provisions of this agreement.
- 2.4 These general conditions are applicable, unless they are derogated from in the special conditions of the general conditions.
- 2.5 Customer cannot derive any rights from any deviation from these general conditions by MA-BO, if this was not established in writing.
- 2.6 This English-language version only serves reading purposes. The Dutch-language version (alone) is leading and legally binding. The Dutch-language version can be requested at all times from MA-BO or can be consulted on their website.

Article 2 Offers/Orders

- 2.1 All offers made by MA-BO, in any form whatsoever, are non-committal unless expressly stated otherwise.
- 2.2 If an offer is accompanied by budgets, plans, catalogues, or other documents, these remain the property of MA-BO at all times and they must upon first request be sent back to MA-BO at own expense. They may not be multiplied or provided to third parties for perusal without the permission of MA-BO.
- 2.3 The forwarding of offers and/or (other) documentation does not oblige MA-BO to accept an order. Acceptance is communicated by MA-BO as soon as possible, though in any case within 14 days after receipt of the order to customer.
- 2.4 MA-BO reserves itself the right to reject assignments and orders without stating grounds.
- 2.5 MA-BO reserves itself the right not to make available goods without advance payment.
- 2.6 Offers or quotations do not apply for future assignments.
- 2.7 MA-BO has a best-effort obligation to comply with the agreement. MA-BO is not liable for damage incurred or to be incurred by customer if he does not (timely) do so.

Article 3 Agreement

- 3.1 Barring what is established in the following, an agreement with MA-BO is only adopted after MA-BO has accepted or confirmed an assignment in writing respectively, whereby the date of the confirmation is determinant. The order confirmation is deemed to correctly and completely represent the agreement, unless the counterparty has immediately protested against it in writing. The order confirmation must be returned within 5 days after sending by customer for approval to MA-BO. For as long as MA-BO has not received back this order confirmation, they will not implement the agreement.
- 3.2 If customer concludes the agreement on behalf of or for the account of a different natural person and/or legal person, he declares - by signing the rental agreement - to be authorized to do so. Besides this (legal) person, customer is severally and jointly liable for all obligations flowing from that agreement.
- 3.3 Such additional arrangements or modifications as may have been made later on only bind MA-BO if they have been confirmed in writing by MA-BO.
- 3.4 For transactions for which by their nature and scope no quotation and/or order confirmation are sent, the invoice is deemed to correctly and completely represent the agreement, barring contestation within 7 business days after the sending of the invoice.
- 3.5 Each agreement is adopted on the condition precedent that customer - at the exclusive discretion of MA-BO - seems sufficiently credit-worthy for the monetary compliance with the agreement.
- 3.6 MA-BO has the right upon or after adoption of the agreement, before (further) performing to demand security from customer that both payment- and other obligations will be complied with.
- 3.7 MA-BO is authorized, if they deem such necessary or desirable, to deploy others for the proper implementation of the assignment granted to them and after consultation with customer, the costs of which will be passed on to customer in conformity with the price quotations provided.
- 3.8 Established dates and terms always apply as strict time limits for customer.
- 3.9 Continuing performance agreements for a fixed term cannot be terminated intermediately by customer. Continuing performance agreements for an indefinite time can be cancelled by customer with a notice period of three months, unless established otherwise in writing.
- 3.10 Continuing performance agreements can be terminated by MA-BO (intermediately) with a reasonable notice period. Continuing performance agreements for a fixed term can only be terminated intermediately if MA-BO has a reasonable interest in doing so.

Article 4 Prices

- 4.1 Unless stated otherwise, the prices are based on delivery to the customer at the company, warehouse, or other storage space of MA-BO, exclusive of VAT, import duties, other taxes, levies, and duties, exclusive of the costs of packaging, loading and unloading, transport and insurance, listed in euros. Any possible exchange rates changes are passed on.
- 4.2 In case of an increase or one or more factors of the price of cost, MA-BO has the right to correspondingly increase the order price, all matters with due regard for such legal regulations as may exist in the matter, under the proviso that all known future price increases must be stated on the order confirmation.
- 4.3 In case of continuing-performance and framework agreements, MA-BO has the right to index their prices and rates once a year, as per 1 January, based on the index of the Dutch statistics agency CBS for 'Prices of services, commercial services, and transport', series 2015 = 100, in accordance with the category that applies for it. MA-BO is at liberty to exercise this right or not.

Article 5 Cancellation

- 5.1 If customer, after an agreement has been adopted, wishes to cancel it, then upon cancellation in the period of:
 - more than 24 hours before the start of the rental period 0%
 - within 24 hours before the start of the rental period 25%
 - on the starting date of the rental period 100%of the total rental price as cancellation costs will be billed, without prejudice of the right of MA-BO to full indemnification, including lost profit.

Article 6 Payment

- 6.1 Unless established otherwise in writing, payment must occur in cash upon delivery, or by way of deposit or transfer on a bank account indicated by MA-BO within 30 days after invoice date, without customer being able to appeal to any discounts or setoffs. The value date indicated on the bank statements of MA-BO is determinant and is therefore designated as payment date.
- 6.2 All payments carried out by customer primarily serve for the settlement of any possible interest and collection costs incurred by MA-BO and subsequently to settle the oldest outstanding invoices.
- 6.3 In case customer:
 - a. is declared bankrupt, proceeds with the cessation of his assets, is admitted to debt restructuring on account of the relevant law 'Wet Schuldsanering Natuurlijke Personen', files an application for suspension of payments, or an attachment is levied on a part or all of his assets, or in case of liquidation;
 - b. passes away or is placed in receivership;
 - c. does not comply with any obligation he is subject to pursuant to the Law or these;
 - d. fails to settle an invoice amount or a part thereof within the term established for it;
 - e. proceeds with the ceasing or transfer of his company or an important part thereof, also including the introduction of his company in a corporation to be founded or existing already, or he proceeds with the alteration of the objective of his company.;MA-BO has the right through the simple occurrence of one of the circumstances listed, to either rescind the agreement, or to demand any amount owed by the counterparty on grounds of the services provided by MA-BO instantly and without requiring any warning or default notice in its entirety, all without prejudice to the right of MA-BO to the compensation of costs, damages, and interest.
- 6.4 Customer can never appeal to any suspension, regardless of what obligation it is in regard to.

Article 7 Interests and Costs

- 7.1 If payment has not occurred within the 30-day term, customer falls into default legally, without requiring a default notice and owes as from the date of default an interest of 1% per month or a part thereof, unless the commercial interest rate is higher, in which case the commercial interest rate applies, owed over the amount still outstanding until the moment of settlement of the full amount.

- 7.2 If customer is in default or is negligent with the (timely) compliance with his obligations, all reasonable costs to obtain satisfaction extrajudicially are borne by customer. The extrajudicial costs are calculated in accordance with the collection rate, as (previously was) advised by the Netherlands bar association 'Nederlandse Orde van Advocaten' in recovery cases, being:

on the first	€ 3,000.00	15%
on the amount up to	€ 6,000.00	10%
on the amount up to	€ 15,000.00	8%
on the amount up to	€ 60,000.00	5%
on the amount above	€ 60,000.00	3%

with a minimum of € 100. If more than one invoice is outstanding, the invoice amounts for the calculation above are added up.
- 7.3 Such judicial and execution costs as may have been incurred effectively are also borne by customer, to the extent they are not unreasonable.

Article 8 Complaints

- 8.1 Any possible complaints are only taken under advisement by MA-BO if they have reached MA-BO directly within 7 days after delivery of the relevant performance or product in writing, stating the nature and grounds of the complaints precisely, on pain of the right lapsing.
- 8.2 Contestations of invoices must also be submitted in writing and specifically within 7 days after invoice date, on pain of the right lapsing.
- 8.3 After expiry of the terms listed, customer is deemed to have approved the performance or the invoice respectively.
- 8.4 If the complaint is found legitimate by MA-BO, MA-BO will immediately take adequate measures. Only if and to the extent the complaint is found legitimate is the payment obligation of customer suspend, until the moment that the complaint has been settled.

Article 9 Third-party clause

- 9.1 Customer declares to be aware and to the extent necessary to agree that the property of the rental object may (come) to lie with a third party or that the rental object may have been (or be) pawned to a third party as a security for the payment of everything this third party has or may have to claim from MA-BO on account of rental and/or financial leasing agreements or on any account whatsoever.
- 9.2 Notwithstanding the underlying rental agreement, customer will cede the rental object upon first request to the third party intended above without customer being able thereby to appeal to any right (of retention), if and as soon as the third party will demand the release of the rental object on grounds of non-compliance with the obligations of MA-BO vis-a-vis the third party. As a result of this requisitioning, the underlying rental agreement is legally rescinded with immediate effect. Release as referred to above must occur at the offices of the third party or at such location as is indicated by that third party.
- 9.3 If the situation of article 9.2 occurs and the third party would like the use of the rental object by customer to continue, customer is obligated upon first request of the third party to conclude a rental agreement with him for the remainder of the term of the underlying agreement on equivalent conditions.
- 9.4 In none of the cases mentioned in this article is MA-BO obliged towards customer to pay any compensation (of damages).
- 9.5 Parties exclude the applicability of article 7:226 and 7:227 BW (Civil Code) entirely.
- 9.6 The third-party clause stipulated in this article may be revoked by neither customer nor MA-BO.

Article 10 Liability

- 10.1 MA-BO bears no further liability than is established in these conditions.
- 10.2 MA-BO is not liable for any damage incurred by customer or third parties as a result of the implementation of the agreement.
- 10.3 MA-BO is not liable for any damage incurred by customer or third parties as a result of force majeure, disorder at the company of MA-BO, negligence or delays in delivery. Force majeure is anything that MA-BO could not reasonably exert any influence on. Situations of force majeure are designated by MA-BO and possibly substantiated with documents.
- 10.4 Any liability of MA-BO towards customer is limited to the amount that the insurance of MA-BO disburses with regard to this liability. Liability that exceeds the amount intended above or liability that is not covered by an insurance is expressly excluded.
- 10.5 Any possible damage claims must be submitted without delay after the arising of the damage in writing to MA-BO, on pain of the right in the matter lapsing.
- 10.6 The limitations of liability for damage stipulated in these general conditions do not apply if the damage can be blamed on the wilful intent or deliberate recklessness of MA-BO or their subordinates.
- 10.7 Customer safeguards MA-BO against third-party claims that are the result of the actions or omissions of customer upon implementing the agreement.

SPECIAL RENTAL CONDITIONS

Article I General

- 1.1 MA-BO commits itself to cede matters further specified to customer for rent just as customer commits himself to accept for rent these matters from MA-BO for use.
- 1.2 Customer commits himself to pay the established rental price and the fees and costs flowing from this agreement and to deliver back the rented object after termination of the rental period, all matters with due regard for what is established.
- 1.3 In these General and special conditions is intended by the renting/letting of the rented object as well the provision of services by the person who operates the rented object, if MA-BO assigns a person who operates the rented object or provides instructions or information regarding the use of the rented object.

Article II The Rental Period

- II.1 The lease is entered into for such period as is established by parties, which commences on the established day of delivery and ends on the established day of return. The rented object must be returned in its entirety and in proper condition, at a location indicated by MA-BO.
- II.2 In case the rented object is returned prematurely within the established rental period, the rental price over the entire established rental period remains due, unless parties have established otherwise.
- II.3 If the rented object for any reason is not picked up by the customer on the established delivery date, or if MA-BO has not been enabled to deliver the rented object on time, to the extent MA-BO has taken the transport upon itself, the rental price nevertheless is due over the entire established period, while the rented object is kept available at the expense and risk of customer. If customer does not pick up the rented object following summations without delay, MA-BO has the right to freely dispose of it, while the established rental price remains fully due.
- II.4 MA-BO reserves itself the right after expiry of the established rental period not to extend the latter.
- II.5 If the rental agreement was adopted for an indefinite time, the rental agreement ends through the written notice by one of the parties to the other party, with due regard for a notice period of 5 business days.
- II.6 Established dates and terms always apply to customer as strict time limits.

Article III Provision

- III.1 MA-BO makes sure that the rented object is compliant with any such legal regulations as may exist in the matter.
- III.2 From the start of the rental period, the rented object is made available at the storage or warehouse of MA-BO. Customer has the right to (let) inspect the rented object before acceptance or shipment. If customer does not exercise this right, the rented object is deemed to have been delivered in proper condition, completely, and in accordance with arrangements.
- III.3 If MA-BO takes care of transport, customer must make sure that the place of destination can be timely and properly reached by trucks and such other means of transport as are to be used, that MA-BO and affiliated parties are authorized to access the place of destination and to unload the rented object there.
- III.4 Not MA-BO, but customer is liable for any possible damage to the premises or to goods that are located there.

Article IV Assignment of a driver/operator

- IV.1 If the customer wants to make use of a driver/operator of MA-BO, he will for reasons of planning need to communicate this timely to MA-BO. The customer must in such case also indicate for how many hours he wishes to make use of the driver/operator.
- IV.2 If MA-BO provides a driver/operator along with the rented object, this occurs on the basis of a fixed hourly rate.
- IV.3 It is only possible to hire a driver/operator for one or multiple period(s) of four consecutive hours. Also in the event the driver/operator works less than four hours in a 4-hour period, MA-BO has the right to bill four hours.
- IV.4 The driver/operator will carry out the assignments of customer to the best of his understanding and ability and in accordance with the requirements of professional skill and at the risk and accountability of customer.
- IV.5 Implementation of the assignments given by the customer to driver/operator will occur on regular business days and under normal circumstances. By regular business days is intended: all workable business days from 7.00 AM to 5.00 PM, with the exception of: Saturdays, Sundays, and work-reduction (ATV) days, as well as recognized Christian, local, and national holidays, and days off established by the authorities.
- IV.6 The driver/operator will follow the assignment and instructions given by the customer when they have been timely communicated to him and they are necessary for the implementation of the assignment.
- IV.7 If there is a difference of opinion regarding the implementation of the assignment between customer and driver/operator or the driver/operator calls in sick, then the customer must report this to MA-BO immediately. If necessary, MA-BO will procure a substitute.

IV.8 MA-BO is not liable for damage caused by a driver/operator, unless this damage can be blamed on wilful intent or deliberate recklessness.

Article V Risk customer

- V.1 In case of damage, customer must mitigate the damage as much as possible. Any damage must be reported both telephonically and in writing to MA-BO without delay. In case of theft/vandalism, the customer must immediately file a police report on behalf of MA-BO and hand over a copy of the report to MA-BO.
- V.2 Damage incurred by MA-BO as a result of non-compliance with the established obligations by the customer is borne by the customer. Damage to property of the customer as a result of the implementation, whether or not timely or correct, of the agreement by customer is not compensated by MA-BO and is not covered by the insurance.
- V.3 The machines have a liability insurance (for vehicles) ("W.A.(M.)") for work material. For the hull insurance ("CASCO"), 4% of the gross rental price is billed.

Deductible in case of damage (per event):

€ 2,500W.A.(M.)
€ 2,500CASCO

The deductible in case of damage is borne by the customer

- V.4 During the entire rental period, the entire risk - including the risk of transport - of the rented matters is borne by customer, regardless of by what event, action, or omission any damage was supposedly caused, therefore in the event of force majeure as well. Customer is obligated to compensate all damage to the rented matters based on the new value.
- V.5 If during the rental period any public area or land belonging to third parties is made use of, customer is obligated to make sure that the permit or license required is granted by the rights holder.
- V.6 Customer safeguards MA-BO against any possible third-party claims in connection with the rented matters and the implementation of the agreement, otherwise than as intended in article 9 of the general conditions.

Article VI Use

- VI.1 During the rental period, customer is obliged to use the rented matters in accordance with their nature and end-use and as a proper caretaker, to maintain and secure them against theft and damaging;
- VI.2 Customer will provide the rented object with fuel, charge any possible batteries, and take care of the cleaning regularly of the rented object.
Customer in accordance with the regulations daily inspects the rented object and controls to the extent applicable:
- the levels of lubricant, hydraulic oil, cooling fluid, anti-freeze, brake fluid, other lubricants and all other fluids in the relevant tanks and compartments and refills them if necessary;
 - the tyre pressure and if necessary brings the tyres up to the prescribed pressure;
 - customer subsequently inspects the rented object in accordance with the regulations and controls to the extent applicable;
 - the functioning of the operating hours counter;
 - the condition of the tyres;
 - the condition of the warning and signalling systems, conduits, tubes, cooling systems, air and fluid systems, etc.;
 - the general and safe functioning of the rented object and such devices as may be connected or associated with the rented object, reporting deviations immediately in writing to MA-BO;
 - Customer weekly inspect the water level of the traction battery and will, if necessary, replenish it with distilled water after charging.
- VI.3 Customer is obligated to immediately inform MA-BO if he notes any defect or damage on the rented object. The customer is fully liable for all damage that MA-BO incurs as a result of negligence of the customer in the matter of his reporting obligation.
- VI.4 During the rental period, all such repairs as may be necessary will be carried out by or on behalf of MA-BO. Customer may only (let) carry out any possible repairs following the prior written consent of MA-BO by competent staff, while only original parts may be used.
- VI.5 Exclusively repair costs as a result of normal wear are borne by MA-BO, meaning that all costs as a result of overload and/or inexpert use are borne by customer. Defects must be reported immediately to MA-BO in writing. During the rental period, MA-BO has the right at all times to control the state and the manner of use of the rented object. Customer must upon first request grant access to the rented object without delay.
- VI.6 Costs for the restoral or the replacement of leak or worn tyres are borne by customer, unless parties have established otherwise. MA-BO will take care of restoral or replacement.
- VI.7 Without the express written permission of MA-BO, it is not permitted to take the rented object outside the Netherlands or to give it in use to any third party, to sell it, or sub-let it, nor to transfer any right flowing from the rental agreement in its entirety or in part to third parties.

Article VII Returns

- VII.1 After the end of the rental period, customer is obligated to return the rented matters during office hours in their original conditions and completely to the storage area or the warehouse of MA-BO and/or at the established return address, where customer will receive a receipt as proof of return.
If customer does not comply with the return obligation, customer will be liable for all resulting damage and costs, also including loss of income on the part of MA-BO. Customer is obligated on the same conditions to hand over all documents and accessories belonging to the rented object at the time of returning to MA-BO.
- VII.2 If customer does not return the rented object on the established date, then MA-BO has the right, without any default notice and without judicial intervention, to rescind the agreement and to (let) recover the rented object, wherever it is located, without prejudice to the right of MA-BO to bill the damage that has arisen as a result to customer. If this situation occurs, MA-BO will immediately contact the rented object for any possible damage and defects. MA-BO will immediately communicate their findings regarding the state of the rented object to customer and give him the opportunity to inspect the rented object.
- VII.3 If MA-BO takes care of the transport, what is established in article III.3 is applicable in the matter.

Article VIII Liability

- VIII.1 During the rental period, the rented matters are exclusively and entirely at the risk of customer.
- VIII.2 MA-BO bears no further liability than is established in these conditions.
- VIII.3 MA-BO is not liable for any damage incurred by customer or third parties as a result of the implementation of the agreement. MA-BO is indemnified by customer in the matter upon first request.
- VIII.4 MA-BO is not liable for any damage incurred by customer or third parties as a result of force majeure, disorders at the company of MA-BO, negligence or delays in delivery, or damage as a result of the replacement or restoral of (parts of) rented matters. Force majeure is anything that MA-BO could not reasonably exert influence on. Situations of force majeure are designated by MA-BO and possibly substantiated with documents. MA-BO is not liable either for damage as a result of assignments carried out by the driver/operator, unless in the event of wilful intent or deliberate recklessness.
- VIII.5 Any liability of MA-BO towards customer is limited to the amount that the insurance of MA-BO disburses with regard to this liability. Liability that extends beyond the amount intended above or liability that is not covered by an insurance are expressly excluded.
- VIII.6 Any possible damage claims must be submitted without delay after the arisal of the damage to MA-BO in writing, on pain of the right lapsing.
- VIII.7 The limitations of liability for damage stipulated in these general and special conditions do not apply if the damage can be attributed to the wilful intent or deliberate recklessness of MA-BO or their subordinates.

Article IX Rescission

- IX.1 If customer does not or does not timely comply with any obligation on account of this agreement or acts in violation thereof, he is deemed to be legally in default and MA-BO will have the right, without prejudice to the right of MA-BO to full indemnification, to rescind the agreement without judicial intervention, by way of a notification addressed at the customer, with immediate effect. Customer will then be obliged to return the rented object immediately;

Article X Transportation/Risk

- X.1 If and to the extent MA-BO takes care of the transport, shipping, packaging or the likes, the manner thereof, if no further indication is provided by customer to MA-BO, is determined by MA-BO. Unless established otherwise, customer assumes all risks in the matter, including wilful intent/fault/negligence of the transporter;
- X.2 The transport costs are borne by customer.
- X.3 Any possible specific wishes of the customer regarding the transport/the shipping are borne by customer at all times.
- X.4 MA-BO has the right to bill a fee for sustainable packaging materials, which will be stated on the invoice. When MA-BO bills such a fee, it will be set off after return shipping in undamaged state.

FINAL PROVISIONS OF GENERAL AND SPECIAL CONDITIONS

Applicable law

To all our offers, agreements, and the implementation thereof, Netherlands legislation is exclusively applicable, regardless of the place of implementation or the nationality or place of establishment of customer.

Disputes

All disputes flowing from or related to the agreement that these conditions are applicable to will be settled by the competent court of law in the place of establishment of MA-BO. MA-BO nevertheless has the right to submit the dispute to the court of law that is competent according to the law.

Didam 12-2020