

GENERAL PROVISIONS between the company ALGECO B.V., the lessor, and the CUSTOMER, the lessee:

These general terms and conditions, which together with the special terms and conditions constitute a whole, apply to all leases and accompanying service agreements. None of the provisions in the correspondence received by the lessee can deviate from this, barring explicit and exact provisions to the contrary in the quotes or acceptances of the lessor or in the special administrative provisions applicable in the context of special specifications or in accordance with the rules for public contracts.

1. ADMINISTRATIVE PERMITS - BUILDING PERMITS

Prior to delivery the lessee is deemed to have fulfilled all administrative formalities required for the installation of the material on his site, and ALGECO rejects any liability in case of problems or delays in obtaining the administrative permits and documents. Consequently the lessee undertakes to submit proof of the required permits prior to delivery and Algeco must be notified of all problems experienced in obtaining the permits. If it does not do so, Algeco has the right to delay the delivery or the performance of the activities at the lessee's expense.

2. ACCESSIBILITY - SAFETY OF THE PLACE OF DELIVERY

Prior to every delivery and intervention the lessee must notify ALGECO of the health and safety regulations applicable at the place of delivery for external companies (health and safety plan, security protocol, instructions).

Moreover, the lessee needs to check in advance whether the site is freely accessible for the lessor's vehicles and whether the necessary loading and unloading manoeuvres are possible to avoid any disruption that could slow down, obstruct or jeopardise the delivery or collection of the material regardless of the weather conditions. If due to a lack of information or not reporting problems, additional transports, crane activities, loading or unloading manoeuvres or other activities are required, they are payable by the lessee.

3. TRANSPORT - DELIVERY - COLLECTION

The calculation of the prices for the transport, the delivery and the collection is based on the following basic principles: a lorry with open load platform and an axle load of at least 12 tonnes should not have any problem driving onto the site such as e.g.:

- a low passage (minimum height 4.20 m);
- narrow entrance or traffic lanes (minimum width 3.50 m);
- fences;
- parked vehicles obstructing access or the installation;
- insufficient bearing capacity of the underground for the vehicle to drive on and to load and unload.

Resurfacing and protective works to the underground, necessary for the passage of the lorry and for loading and unloading, as well as repairs of damage made to the existing underground by the lorry, are payable by the lessee. If direct placement of the material by the lorry on the support or foundation points is not possible, a crane must be provided for loading and unloading the material. These costs are not included. The same applies for the collection. The same conditions apply to the crane in connection with access to the site, as for the lorry.

Transport for the collection is invoiced at the applicable price on the date of the collection.

If it is apparent that the actual situation is different, Algeco has the right to change the prices accordingly.

Exceptional transport (material wider than 2.55 m)

Exceptional transport is bound to specific laws and regulations concerning driving and rest periods and mandatory routes.

Requesting the necessary permits for the transport or for the unloading and loading activities, as well as for the signage (parking prohibition, closing of the street, etc.) is at the lessee's risk and cost.

If there is a request to collect the material in different phases, whereas this was not specified in the original quote, the prices are increased proportionally.

The lessee or his representative need to be present at the delivery or collection of the material to jointly check the condition of the material.

If the lessee cannot attend, the material is deemed to have been delivered in a good condition.

4. UNDERGROUND FOR THE PLACEMENT

The lessee is responsible for making sure the modular constructions are placed on built up land that is in a good condition, free of obstacles and equipped with the necessary drainage facilities. The stability of the underground must have satisfactory bearing capacity to place modular constructions.

If the lessee places the support or foundation points on which the material is installed, these works must be finalised before the delivery date. A tolerance of maximum 1 cm applies in terms of flatness. The placing of the support or foundation points, including the calculation of the design and the inspection thereof is fully payable by the lessee in this case.

The lessee undertakes not to cement the modular constructions and not to affect the mobile nature in any way whatsoever. If the constructions were to be cemented or otherwise anchored, the lessor has the right, on pain of a penalty and at the lessee's expense to judicially demand restoration of these constructions in their original mobile state. The lessee undertakes to respect the lessor's remarks regarding the installation or provided during an inspection of the material.

5. CONNECTION TO VARIOUS UTILITIES

Water supply

In the locations specified by the lessor, the lessee shall provide water supply connections with a maximum allowed pressure of 3.5 bar for the sanitary devices. If the pressure is higher, a pressure regulator needs to be installed at the lessee's cost.

Drainage

The connections for the drainage of waste waters are to be carried out by the lessee. On request Algeco can also carry out these works subject to invoicing to the lessee.

Electricity

The standard electrical installations of the modular constructions are provided on the outer wall of the modules and are in accordance with the applicable standard and regulations. The modular constructions can be equipped with an electrical installation that meets the needs explicitly notified by the lessee: voltage and power to be delivered, etc. Depending on the lessee's specified specifications, extra works can be executed and invoiced. The lessee is obliged to ground the installation and to connect it to the electricity grid in accordance with the applicable standard and regulations.

Certifications

All certifications of the connections to various utilities by a competent authority as well as the possible obligatory periodic checks are for the lessee's account and responsibility.

On request Algeco can also carry out these works subject to invoicing to the lessee.

6. EQUIPMENT - SAFETY INSTALLATIONS

Depending on the use of the leased material, the administrative and competent authorities can require special facilities: fire extinguishers, safety and/or emergency lighting, water supply points, panic locks, barriers, or specific equipment not included in this list. In this case this performance is subject to an additional invoice.

7. USE - MAINTENANCE

The lessee may only use the leased material for the purposes it is intended for. He is deemed to know about the legal regulations, as well as the hygiene and health and safety regulations relating to its use and occupation. He is therefore solely responsible for the consequences of the non-observance of the aforementioned legal obligations. He is responsible for the good condition of the material. He must treat it with due care and is responsible for inspecting the material for as long as it is in his possession - even on expiry of the lease term - up to the moment of collection by the lessor.

He must, in particular, take all measures to protect the material against fire, water damage, frost, theft and other risks. If the purpose of the material is changed or the material is moved without the lessor's co-operation, the lessee must take all measures to guarantee the safety of the material and of the users at the new location or in the context of the new purpose (see article 9). Relating to the normal use of the material and the accompanying equipment the lessee must in particular:

- respect the notified regulations and/or which have been attached to the inside of the material;
- be responsible for periodic inspections of the electrical installations and safety installations; (fire extinguishers, emergency lights,...);
- supervise the proper maintenance of the drainpipes and roofs through regular inspections (e.g. remove dry leaves, pine needles, etc.);
- make sure no material or equipment is put on the roofs and prevent snow accumulating on the roofs.

The lessee shall not make any changes to the structure of the material nor to the interior and the accessories, except with the lessor's explicit permission.

The lessee undertakes to be responsible for the costs of the maintenance, the repairs, the renewal and the replacement of the leased material as well as the interior and the accessories. The lessor carries out these works, either during the lease period if it may not be interrupted, or after collecting the material. The lessee is and remains liable to the amount of the value of the leased material and must notify the lessor of all determined defects relating to the material. The lessor is entitled to carry out all inspections he deems necessary.

8. RECEIPT OF THE MATERIAL AND EQUIPMENT

The material is deemed to have been delivered from the date of availability agreed before the delivery, and at the latest from when the delivery bill was drawn up. All the material the lessee takes receipt of is deemed to have been accepted, be complete and in good condition. Possible complaints regarding the condition of the material must be notified in writing within 24 h. after delivery.

9. MANIPULATION - TRANSPORT (MOVING)

As soon as the material has been made available, the lessee shall bear the cost of the manipulation and the transport of the material by the lessor, who is considered to be working under orders and for the lessee's account. If not the lessee is working at his own risk. Under no circumstance can the lessor be held liable for delays in the delivery. The lessee shall not move the material or transfer it to another location without the lessor's written consent.

10. COLLECTION - DISCHARGE - CLEANING

The lessee must respect the period of notice referred to in the special terms and conditions.

The material must be completely accessible on collection. All objects or furniture not belonging to the lessor must be removed and all external connections must be disconnected. The material is deemed to have been taken over in the condition it was found by the lessor or one of his representatives. When the material is collected or changes lessee, an on-the-spot concise description is drawn up of the material, subject to a more thorough inspection at the lessor's workplaces which the lessee, if he wants, may attend to give this inspection a jointly checked character.

Unless otherwise agreed, the lessee shall owe the cleaning expenses of the modules. If applicable a detailed cost estimate is also drawn up for any repair, renewal and/or replacement of damaged and/or missing equipment and furniture which the lessee needs to pay. If the lessee does not dispute this cost estimate on receipt in writing, the repair costs are invoiced in accordance with the applicable price and the missing equipment or furniture based on their replacement value. The lessee's absence or his refusal to accept the cost estimate, under no circumstance discharges him from the obligations arising from article 7.

Nor is the lessee discharged from his responsibility when the lessor removed or collected the material of his own accord.

If the material is not available or accessible on the date for collection specified by the lessee, the costs of the futile transport and the related expenses are payable by the lessee and the period of notice for the collection is extended accordingly.

11. SUBCONTRACTING

Algeco reserves the right to work with subcontractors. In this case Algeco can only be liable to the extent the subcontractor is liable vis-à-vis Algeco.

12. METHOD OF PAYMENT

Invoices are edited in advance and are deemed to have been accepted if they have not been disputed within 8 days upon receipt by registered letter with confirmation of receipt. They need to be paid by automatic transfer within 30 days after the issue date in the currency laid down in the agreement. Non-observance of the terms and conditions of payment - even relating to one invoice - shall be considered a default, resulting in the lessor's claim becoming due immediately and payable without prior notice of default. It shall result in the termination of the agreement by operation of law and discharges the lessor from his contractual obligations. In the event an invoice is disputed by registered letter with confirmation of receipt, the lessee must pay the undisputed part of the claim on the agreed due date.

In case of late payment or non-payment, a delayed interest at 1,5% per month or –if higher- the statutory commercial interest on the outstanding amount is due by the customer, without any demand or notice of default.

In case the lessor outsources the collection of the claim to a third party, the tenant has to pay, in addition to the total amount owed, all legal and other costs (with a minimum of EURO 250).

13. PAYMENT GUARANTEES - SECURITY - RESERVATION OF TITLE

Prior to delivery or during the term of the agreement the lessor reserves the right to demand security or any other payment guarantee (advance payment, direct payment, etc.).

14. LEASE TERM

a) Normal lease agreement:

The term specified in the special terms and conditions constitutes an essential element of the lease agreement. On termination of the agreed period the material needs to be returned.

The lease term commences on the date when the lessee takes receipt of the material. It ends on expiry of the agreed period by giving notice or an agreed later collection date. The lessee must confirm the termination of the agreement in writing within the minimum term specified in the special terms and conditions. If the material is not returned as specified above, subject to article 19, the agreement shall continue under the same terms and conditions for an indefinite period, whereby each of the parties has the right to terminate it at any moment with due observance of the same formal requirements and period of notice. During the continuation of the agreement Algeco reserves the right to charge a higher lease price than the initial lease price. In case of an early return before expiry of the term specified in the special terms and conditions the lessee will pay lessor all monies owing at the time of return, plus all amounts that would have been due for the remainder of the lease term. Article 20 (a) applies mutatis mutandis to any early return under the agreement.

b) Long-term agreement with purchase option:

The term specified in the special terms and conditions is irrevocably fixed. The lease term commences on the date specified in the special terms and conditions and ends on termination of the agreement. Within 60 days before the end of the agreement, the lessee must notify his intention to purchase in writing in accordance with the provisions of article 18.

If this information is lacking, subject to article 19, the agreement shall continue under the same terms and conditions for an indefinite period, whereby each of the parties is entitled to terminate it at any moment with due observance of the same formal requirements and period of notice as for the normal lease agreement. In case of an early return during the term of the agreement then the lessee will pay lessor all monies owing at the time of return, plus all amounts that would have been due for the remainder of the lease term. Article 20 (a) applies mutatis mutandis to any early return under the agreement.

15. INDEFEASIBILITY

All the lessor's modular constructions are identified with a sign or brand marking. Tenant is not entitled to larceny and / or encumbrance of the leased property.

16. SUBLETTING

Every transfer of the consequences of this agreement is formally excluded, barring the lessor's explicit prior and written consent. In this last case the initial lessee shall remain jointly and severally liable for the material with the transferee vis-à-vis the lessor.

17. INSURANCE AND DAMAGE WAIVER

(I) Insurance

From the delivery, and during the entire term of the lease agreement until the collection of the leased material, the leased equipment and furniture, the lessee in his capacity as holder and legal custodian of the leased material, the leased equipment and furniture, is solely liable for all cases of damage, loss, theft or destruction regardless of its cause and shall indemnify the lessor against any liability whatsoever, unless the terms of the damage waiver as agreed in the lease agreement apply.

The lessee is obliged to insure the leased material, the leased equipment and furniture during the full lease period against all risks, loss or damage including all risks of third party and public liability in an amount not less than the full new replacement value. The lessee is personally liable for damage to his personal goods and possessions, and declares that he and his insurers waive any right of recourse against the lessor and his insurers.

The damage to the leased material, the leased equipment and furniture can be insured in two ways:

a) The lessee takes out his own insurance.

At the latest on receipt of the material, the lessee must submit the insurance certificate to the lessor which he took out in view of the signed lease agreement. This certificate must specify the references of the signed agreement and the amount of the guarantees and deductibles, as well as the fact that the insurance company undertakes to pay the damages to the lessor. In the absence of this the lessor reserves the right to automatically add the lessee to the contract of insurance it signed in accordance with the conditions of article 17.b). In that case the formula of 'insurance with deduction of deductible' is opted for.

b) The lessee is added to the contract of insurance the lessor took out with his insurance company and in addition with the lease amount must also pay the corresponding premium, as specified in the special terms and conditions of the lease agreement. The coverages specified in this insurance are described in detail in the enclosed policy conditions.

(II) Damage waiver

The lessee may take out a damage waiver to limit its liability in accordance with the terms and conditions of the lease agreement. Timely payment of the damage waiver fee relieves the lessee of liability in excess of the damage waiver excess for any loss or damage to leased material, leased equipment and furniture as agreed in the lease agreement during its entire term caused by Insured Risks. The damage waiver fee, plus value added tax, will be automatically charged to the lessee until a valid insurance certificate is provided by the lessee in accordance with article 17 (I)(a) above.

In this article 17 (Insurance) the following definitions apply:

i) "Exclusions" means any loss resulting from a risk which is not an Insured Risk, wilful misconduct by the lessee or its employees agents or contractors, any loss of the leased material and the leased equipment and furniture revealed only when an inventory is made, loss of generating equipment in or connected to powered buildings, bodily injury, glass breakage, civil or foreign war, nuclear damage, terrorism, embargo / destruction upon request of government or public authority, wear and tear, theft from an unsecure or unguarded building or site, fraud, dishonesty, business interruption, indirect damages, loss damage or re-instatement of ground in or around the site, losses or damage resulting from the incorrect use and maintenance of the leased material and the leased equipment and furniture, and loss occurring outside the Netherlands.

ii) "Insured Risks" means fire, act of vandalism (by a person other than the lessee, its employees, agents and contractors) and theft from a secure or guarded site or location as set out in the lease agreement.

If any leased material, leased equipment or furniture is lost or damaged, before the lessee can limit its liability under this article 17, it must:

- a) have paid the damage waiver fees invoices an any other amounts due and owing to the lessor;
- b) pay the damage waiver excess;
- c) demonstrate that it has taken all appropriate measures to safeguard the lessor's or his insurer's interests;
- d) notify the lessor and confirm the circumstances and the nature of the claim within 48 hours by registered letter with confirmation of receipt;
- e) in case of theft of the material or theft of equipment following burglary in the material have an official report drawn up and enclose the proof of receipt with the registered letter in which he notifies the lessor of the damage; and

f) not be in breach, or not have breached, any term of the lease agreement and these general terms and conditions.

The parties acknowledge and agree that the damage waiver in this article 17 is not insurance and therefore does not cover any general liability incurred by the lessee (including any loss or injury to third parties) or its or any third party's use of the leased material, the leased equipment and furniture, any consequential loss incurred by the lessee or any third party, or any of the Exclusions.

If the lessee declines the damage waiver or is not current in its payment of the damage waiver fee in relation to the leased material, the leased equipment and furniture, it shall be required to insure such leased material, the leased equipment and furniture itself in accordance with article 17 (l)(a).

Algeco is not liable for damage, including damage caused by a defect. This limitation of liability does not apply in cases of willful misconduct or gross negligence of Algeco. Nor does this limitation applies if the damage is due to a lack of the rented that Algeco knew or had to know when entering into the agreement, except for defects which the customer was or could have been aware of by carrying out an inspection. The customer can, in case of a defect, not claim a rent reduction or netting, subject to the right of compensation under article 7:206 paragraph 3 of the Dutch Civil Code.

18. LONG TERM AGREEMENT WITH PURCHASE OPTION

At the end of the irrevocable lease term the lessee must notify to the lessor what he wants: return the material or purchase the material for the value agreed between the parties. The purchase request must be submitted within 60 days before the end of the irrevocable lease term. The purchase does not result in a substitution of one debt for another in the context of the agreement which specifies the aforementioned purchase option, whereby the buyer acknowledges to know and accept the general terms of the lease agreement, as well as those specified on the lessor's order confirmation. In the absence of a message sent on time by the lessee, the agreement, regardless of the reason why the lessee fails to notify his choice within the allowed period, becomes a normal lease agreement without possibility of any transfer of ownership to which these conditions apply.

19. PRICE REVIEW

- The lease prices can be adjusted by Algeco at any time.
- Unless the disassembly and transport collection charges have already been paid, these prices are updated on the date of the collection.

20. TERMINATION OF THE AGREEMENT

a) If the customer fails to fulfill any contractual obligation and performance is not permanently impossible, the customer is in default after Algeco has given notice to the customer and proper compliance within a period of 14 days fails.

If the tenant refuses to return the equipment, an enforceable court decision is sufficient to force him to do so.

b) In case of bankruptcy, reorganisation, extension of payment, judicial reorganisation, voluntary or judicial liquidation of the company- lessee, transfer of the operation or the fund, merger, demerger or partial contribution of assets, the agreement can also be terminated by operation of law by the lessor, without prejudice to the execution of the contractual obligations to which the lessee is obliged until the date of the aforementioned changes and subject to the agreement between the lessee's successors to continue the lease. This solution is also chosen in case of death, bankruptcy, judicial reorganisation, extension of payment or a related equivalent measure of the lessee- natural person.

c) If the order or the agreement are cancelled before or after the availability of the material, the already incurred expenses must be reimbursed in the context of the execution by way of damages: the costs of studies, preparatory activities, delivery, assembly, disassembly, collection and repair (non-restrictive list).

21. COMPANIES IN DIFFICULTIES

In case of an amicable settlement, the provisions of article 20 are applicable by operation of law. In case of bankruptcy, reorganisation, extension of payment, judicial reorganisation and voluntary or judicial liquidation, the legal provisions are applied. On the grounds of article 15 of our terms and conditions and article 101 of the bankruptcy act the material and the equipment which are the subject of this lease agreement remain in the lessor's possession.

22. INDIVISIBILITY

If the lessee has reached two or more lease agreements with the lessor, all these agreements constitute an indivisible whole, so that the termination of one automatically results in the termination of the other agreements, if the lessor deems this appropriate (see article 20).

23. GENERAL DATA PROTECTION REGULATION

We collect and process personal data that we receive from you for the purpose of performing the agreement, customer management, accounting and direct marketing activities. The legal grounds are the execution of the agreement, the fulfillment of legal and regulatory obligations and / or the legitimate interest. The controller is Algeco BV – Appelweg 14 – 4782 PX Moerdijk. These personal data will only be passed on to processors, receivers and / or third parties insofar as this is necessary for the aforementioned purposes for the processing.

The customer bears the responsibility for the correctness of the personal data that he provides to us and undertakes to comply with the General Data Protection Regulation with regard to the persons whose personal data he has transferred to us, as well as with regard to all possible personal data. which he would receive from us and our employees.

The customer confirms that he has been adequately informed about the processing of his personal data and about his rights to inspect, correct, delete and object.

For more information, see our Data Protection Notice, which can be found on our website.

24. APPLICABLE LAW AND CHOICE OF DOMICILE

The agreement is governed by Dutch law. The applicability of the CISG is excluded.

Any disputes between parties will be submitted exclusively to the competent court in Rotterdam.

25. TAXES - LEVIES - COSTS

It is expressly agreed that all taxes, land taxes, fiscal or other levies which could be owed relating to the goods that are the subject of this agreement, and all costs and rights referring to this agreement or which could arise from it, are solely payable by the lessee who undertakes to do so.