

1. DEFINITIONS

In these general terms and conditions and the agreements to which they have been declared applicable, the terms below have the following meaning:

Agreement:	the agreement between ALGECO and the Lessee relating to the Products;
ALGECO:	Algeco B.V. and/or one or more of its subsidiaries and/or other parties related to Algeco B.V.;
Lessee:	the natural/legal person with whom ALGECO negotiates an Agreement and/or enters into/closes an Agreement;
Products:	the modular constructions, equipment, furniture, installations, other accessories and additional services to be leased/supplied by ALGECO to the Lessee under the Agreement;
Terms and Conditions:	these General Terms and Conditions of Lease.

These Terms and Conditions apply to all to all oral and written requests, quotations, offers and Agreements. The applicability of general terms and conditions of the Lessee is explicitly rejected by ALGECO. In the event that the content of the Agreement differs from the content of these Terms and Conditions, the content of the Agreement shall prevail. The invalidity of any provision of the Agreement and/or these Terms and Conditions does not affect the validity of the remaining provisions of the Agreement and these Terms and Conditions. Provisions of the Agreement and these Terms and Conditions, which by their nature are intended to remain in effect after termination of the Agreement, will remain in effect after termination of the Agreement.

ALGECO is authorized to amend these Terms and Conditions unilaterally. In that case ALGECO shall inform the Lessee of the amendments in a timely manner. There shall be at least 30 days between the notification and the coming into effect of the amended Terms and Conditions.

2. OFFERS AND AGREEMENT

ALGECO's quotations are always without obligation in terms of price, content, execution, delivery time and deliverability. Quotations are based on information provided by the Lessee. Unless otherwise indicated in writing, ALGECO's quotations shall be valid for a limited period of 30 days.

An Agreement shall only be concluded by ALGECO's written acceptance or confirmation of an order from the Lessee within five working days after receipt of an order or by ALGECO's actual execution of the relevant order or the actual delivery of a Product.

3. ADMINISTRATIVE PERMITS - BUILDING PERMITS

The Lessee shall, at its expense, ensure that all administrative formalities required for the installation and use of the Products on site have been completed prior to delivery, with ALGECO disclaiming all responsibility in the event of any difficulty or delay in obtaining the administrative permits and documents. Consequently, the Lessee undertakes to submit proof of the required permits and approvals prior to delivery and shall inform ALGECO of any problems encountered in obtaining the permits and/or approvals. If he fails to do so, ALGECO shall be entitled to postpone the delivery or the execution of the work at the expense of the Lessee.

4. ACCESSIBILITY - SAFETY OF THE PLACE OF DELIVERY

Prior to any delivery, collection and intervention, the Lessee is obliged to inform ALGECO of the safety regulations in force at the place of delivery for the reception of external companies (prevention plan, safety protocol, instructions).

Furthermore, the Lessee is obliged to first check that the site is freely accessible to ALGECO's vehicles and that they will be able to carry out the necessary loading and unloading manoeuvres in order to avoid any nuisance which could delay, impede or endanger the delivery or collection of the Products, regardless of the weather conditions. If, due to a lack of information or failure to report problems, additional transport, crane work, loading or unloading manoeuvres or other work are required, these will be at the expense of the Lessee.

5. TRANSPORT - DELIVERY

From the moment of delivery, or from the moment that acceptance is refused, until the moment that the Products are returned to the warehouses of the ALGECO (or third parties designated by ALGECO), the Lessee will be fully responsible and liable for the rented Products, and all risks of the Products will be for the account of Lessee. ALGECO shall be entitled to have delivery take place in parts. The Lessee shall be obliged to be present at the delivery (and collection), to cooperate in the delivery (and collection) and to take delivery of the Products. In the absence of receipt of the Products by the Lessee, ALGECO will be entitled to pass on any related costs (including the costs of storage, transport and insurance) to the Lessee.

The Lessee is obliged to inspect the Products as fully as possible immediately after delivery or, in the event of a non-completed product, immediately after delivery. If the Lessee is not present, the Products will be deemed to have been delivered in good condition. Any complaints about malfunctions or defects with regard to the Products must be reported to ALGECO in writing, stating reasons, at the latest within 24 hours after delivery respectively after delivery. Faults or defects that cannot reasonably be detected within the aforementioned period shall be reported to ALGECO in writing, stating reasons, immediately after detection and at the latest within sixty days after delivery respectively delivery. In the absence of a timely complaint all possible claims of the Lessee with regard to malfunctions or defects with regard to the Products shall lapse. The complaint shall not release the Lessee from its payment obligations towards ALGECO.

The delivery times and periods stated or agreed by ALGECO are based on the circumstances applicable during the conclusion of the Agreement. ALGECO shall use its best efforts to observe these periods. Specified or agreed delivery times and other terms shall never be regarded as firm dates. ALGECO shall not be liable for damages resulting from failure to meet delivery times or other deadlines.

ALGECO shall be entitled to postpone deliveries if and as long as the Lessee has not complied with its obligations under the Agreement.

6. PRICES

All prices quoted are exclusive of turnover tax (VAT) and exclusive of all other levies, duties or charges payable in connection with the performance of the Agreement. Unless expressly stipulated otherwise in the Agreement, prices are furthermore exclusive of costs for packaging / transport / delivery / disassembly and service/maintenance.

ALGECO may adjust the prices:

1. on an annual basis, in January each year, to ALGECO'S then prevailing rates in its absolute discretion (excluding any consumable goods (such as fuel) which will be subject to variation as set out in the Agreement); and
2. at any time upon at least thirty (30) calendar days' written notice in the event ALGECO'S costs increase due to market factors beyond its reasonable control (including, without limitation, an increase in the market price for raw materials, or an increase in ALGECO'S supply chain costs).

When calculating the prices for transport, delivery and collection, the following starting points have been taken into account: A truck with an open loading platform and an axle load of at least 12 tons shall not encounter any problems when entering the site, e.g:

- low passage (minimum height 4.20 m);
- entrance or lanes that are too narrow (minimum width 3.50 m);
- barriers;
- parked vehicles obstructing access or installation;
- insufficient load-bearing capacity of the ground to allow the vehicle to drive over and load and unload.

Adaptation and protection works on the underground, which are necessary for the passage of the truck and for loading and unloading, as well as the repair of the damage which would be caused to the existing underground by the truck, are for the account of the Lessee. If it is not possible to place the Products directly by means of the truck on the support or foundation points, a crane must be provided for the unloading and placing of the Products. These costs are not included. The same applies to the collection. For the crane, the same conditions apply for access to the site as for the truck.

Unless expressly agreed otherwise, dismantling and transport costs shall be invoiced in accordance with the rate in force on the date of collection. If it appears that the actual situation differs, ALGECO has the right to adjust the prices accordingly.

Exceptional transport (equipment wider than 2.55 m)

Exceptional transportation is subject to specific laws and regulations regarding driving and rest times and mandatory routes.

Requesting the necessary permits for the transport or for the loading and unloading activities, as well as for the signposting (parking prohibition, closing of the street, etc.) is at the risk and at the expense of the Lessee. If it is requested to collect the Products several times, while this was not provided for in the Agreement, the prices will be increased proportionally.

7. UNDERGROUND

The Lessee guarantees that the Products will be placed on landscaped areas that are in good condition, free of obstacles and equipped with the necessary drainage facilities. The stability of the ground must be sufficient to support the Products to be placed.

If the Lessee himself places the support or foundation points on which the Products are to be installed, this work must be completed and approved by ALGECO before the delivery date. With regard to flatness, a maximum tolerance of 1 cm applies. The installation of the support or foundation points, including the calculation of the design and checking thereof, shall in this case be at the full expense of the Lessee.

The Lessee undertakes not to mount the Products and not to affect their mobile character in any way. If the constructions were to be bricked up or otherwise anchored, ALGECO shall be entitled, under penalty of a penalty payment and at the expense of the Lessee, to claim through the courts the restoration of these constructions to their original mobile state. The Lessee undertakes to comply with instructions given by ALGECO at the time of installation or during an inspection of the Products.

During the rental period the Lessee shall, at ALGECO's first request, establish a building right on the delivered Products without ALGECO having to pay a fee for it. The building right shall be at the expense of the Lessee.

8. CONNECTION TO VARIOUS UTILITIES

Water supply

The Lessee must ensure the connections of the water supply with a maximum allowable pressure of 3.5 bar for the sanitary appliances at the places specified by ALGECO. If the pressure is higher, a pressure regulator must be installed at the expense of the Lessee.

Water drainage

The connections for the disposal of waste water are at the expense of the Lessee. On request, these works can be carried out additionally by ALGECO, after which they will be invoiced to the Lessee.

Electricity

The standard electrical installations of the Products are provided up to the outer wall of the modules and are in accordance with the applicable standards, laws and regulations. The Products may be equipped with an electrical installation that meets the needs expressly communicated by the Lessee: voltage to be supplied, power to be supplied, etc. Depending on the specifications given by the Lessee, any additional work may be carried out and invoiced. The Lessee is obliged to ground the installation and connect it to the electricity network in accordance with the applicable standards, laws and regulations.

Inspections

All inspections of the connections to various utilities by a competent authority, as well as any mandatory periodic inspections, are carried out on behalf of and at the responsibility of the Lessee. On request, these works can be carried out additionally by ALGECO, after which they will be invoiced to the Lessee.

9. EQUIPMENT - SAFETY INSTALLATIONS

Depending on the use of the Products, administrative authorities and competent authorities may require special provisions: fire extinguishers, safety and/or emergency lighting, water supply points, panic locks, parapets, or equipment of a specific nature not included in this list. In that case, such services will be invoiced additionally.

10. USE - MAINTENANCE

The Lessee undertakes to bear the costs of maintenance, repairs, renewal and replacement of the Products as well as of their fittings and accessories. ALGECO shall carry out this work either during the rental period in the event that it may not be interrupted or after collection of the Products. The Lessee shall be and shall remain liable for the value of the Products and shall notify ALGECO of any defects it ascertains with regard to the Products. ALGECO shall be entitled to carry out any inspections it deems necessary.

The Lessee may only use the Products for the purposes for which they are intended and in accordance with the relevant (legal) regulations as well as hygiene and safety regulations relating to their use and occupation. Consequently, he is solely responsible and liable for the consequences of failure to comply with the said (legal) obligations. He is responsible for the good condition of the Products. He shall treat them with due care and shall be responsible for the supervision of the Products as long as they are in his possession - even after the expiry of the rental period - and until they are collected by ALGECO.

In particular, he shall take all measures to protect the Products against damage, fire, water damage, frost, theft and other risks. With regard to the normal use of the Products and the associated equipment, the Lessee is obliged in particular:

- comply with the instructions communicated and/or posted on the inside of the Products;
- carry out periodic inspections of the electrical and safety installations (fire extinguishers, emergency lighting, etc.);
- supervise the proper maintenance of the rain pipes and roofs by means of regular inspections (e.g. removing dry leaves, pine needles, etc.);
- prohibit the placing of material or equipment on the roofs and prevent snow from accumulating on the roofs.

The Lessee shall not be allowed to apply any materials to or on the Products and/or make any alterations to the structure of the Products or to the fixtures and fittings unless with ALGECO's express prior consent. Unless expressly agreed otherwise, at ALGECO's first request, the Lessee shall, at ALGECO's expense upon termination of the lease, arrange for the removal of the materials applied and restoration to their original condition without the Lessee being entitled to any compensation in this regard.

During the rental period the Lessee is obliged to immediately inform ALGECO by telephone and in writing in the event of damage to or caused by the Products.

During the rental period ALGECO is entitled to replace the Products with other Products of the same type.

11. MANIPULATION - TRANSPORT (RELOCATION)

As soon as the Products have been delivered, the Lessee shall bear the costs of the manipulation and transport of the Products by ALGECO, which is deemed to act on the instruction and for the account of the Lessee. Otherwise, the Lessee will act at its own risk. The Lessee may not move or transfer the Products to another place without ALGECO's prior written consent.

If the destination of the Products is changed or the Products are moved without the cooperation of ALGECO, the Lessee is obliged to take all measures to ensure the safety of the Products and of the users at the new location or within the framework of the new destination.

12. COLLECTION - DISCHARGE - CLEANING

Upon collection, the Products must be fully and freely accessible. Any objects or furniture not belonging to ALGECO must be removed and all external connections must be disconnected. The Products shall be deemed to have been taken over in the condition in which it was found by ALGECO or one of its representatives. At the time the Products are removed or changed from the Lessee's premises, a brief description of the condition of the Products shall be prepared by ALGECO on site subject to a more thorough examination in ALGECO's workshops where the Lessee may be present if he so wishes in order to give this examination a contradictory character.

Unless otherwise agreed, the Lessee will owe the cleaning costs of the Products. Where applicable, a detailed cost estimate will also be drawn up for any repair, renewal and/or replacement of damaged and/or missing equipment and furniture. The costs of any repair, renewal and/or replacement of damaged and/or missing Products, equipment and furniture will be at the expense of the Lessee.

ALGECO is entitled to inspect the Products from time to time. The Lessee shall not be released from its responsibility and liability if ALGECO has removed and collected the Products entirely on its own initiative.

If the Products are unavailable or inaccessible on the date specified by the Lessee for collection, the costs of unsuccessful transport and related costs shall be for the Lessee's account and the notice period for collection shall be extended accordingly.

13. SUBCONTRACTORS

ALGECO shall be entitled to use subcontractors for the performance of the Agreement. In which case ALGECO shall only be liable to the extent that the subcontractor is liable towards ALGECO.

14. PAYMENT

Invoices must be drawn up in advance and are deemed to have been accepted by the Lessee if they are not disputed by registered letter with acknowledgement of receipt within 8 days of receipt. They must be paid by automatic bank transfer within 30 days after the date of issue in the currency specified in the Agreement without any discount, deduction or setoff. The Lessee is not entitled to suspend its payment obligations.

Failure to comply with the payment conditions - even with regard to one invoice - shall result in the forfeiture of the term, whereby ALGECO's full claim shall become immediately due and payable without prior notice of default. In the event that an invoice is disputed by registered letter with acknowledgement of receipt, the Lessee must pay the uncontested part of the claim on the scheduled due date.

If the Lessee fails to pay the amounts due or fails to do so on time, the Lessee will be in default without any reminder or notice of default being required. From that moment that the Lessee is in default until the day of full payment, the Lessee will owe interest on the outstanding amount of 1.5% per month (or part thereof) or - if higher - the statutory commercial interest, without prejudice to ALGECO's right to full compensation. In addition to the total amount due at that time, the Lessee shall also be obliged to pay all judicial and extrajudicial costs (with a minimum of EUR 250).

15. PAYMENT GUARANTEES - SAFETY - RETENTION OF TITLE

Prior to delivery or during the term of the Agreement, ALGECO reserves the right to demand a security deposit or any other payment guarantee (prepayment, direct payment, ...).

In the event of sale, all Products shall remain ALGECO's property until the moment of full payment by the Lessee of all it owes to ALGECO on the basis of an agreement, including claims for failure to perform an agreement (such as interest, costs and penalties).

16. LEASE TERM

The term provided for in the Agreement constitutes an essential element of the Agreement. The rental period commences on the date on which the Products are delivered, or from the date on which acceptance is refused. The Agreement ends at the end of the agreed rental period or on an agreed later collection date. The Products must be returned at the end of the agreed period.

Subject to ALGECO's prior written consent, the Products may not be returned by the Lessee before the end of the agreed rental period. In the event of early return before expiry of the agreed term, the Lessee will pay all amounts due (including return shipping and storage costs) at the time of return, plus all amounts due for the remainder of the rental period.

If, in ALGECO's opinion, the Products are not returned complete or in good condition at the end of the rental period, subject to Article 21, the Agreement shall continue under the same conditions and for an indefinite period of time, each of the parties being entitled to terminate the Agreement at any time subject to the same formal requirements and a notice period of 30 days. During the continuation of the Agreement ALGECO shall be entitled to charge a higher rental price than the original rental price.

Long-term agreement with purchase option

At the latest 60 days before the end of the agreed rental period, the Lessee is obliged to inform ALGECO of his wishes: return the Products or purchase the Products for the agreed value. The purchase shall not lead to a renewal of debt under the Agreement providing for the said purchase option whereby the Purchaser acknowledges and accepts the Terms and Conditions of this Agreement as well as those stated on ALGECO's order confirmation. In the absence of timely notification by the Lessee, the purchase option shall lapse by operation of law and, regardless of the reason why the Lessee would fail to notify its choice within the permitted term, the Agreement shall become an ordinary rental agreement without the possibility of transfer of title to which these Terms and Conditions apply.

17. INALIENABILITY

All ALGECO Products are identified with a sign or brand. The Lessee is not permitted to remove or change any indication or brand of the Products. The Lessee may not sell, dispose of and/or encumber the Products or give them to any third party in any other way or move or transport them.

18. SUBMISSION

The Lessee is not authorised to transfer his rights or obligations under the contract to a third party or to sublet the Products, unless ALGECO has expressly agreed in writing. In the latter case, the Lessee remains jointly and severally liable for the fulfilment of the obligations arising from the Agreement.

19. INSURANCES

Unless otherwise agreed in writing, during the rental period or (in the event of sale) as long as the Products are still subject to ALGECO's retention of title, the Lessee shall ensure at his expense that ALGECO's Products are properly insured against fire, loss, theft and damage in the manner customary for the relevant Products. As soon as an event occurs for which the insurance has been taken out, the Lessee shall transfer his rights under the insurance to ALGECO at ALGECO's first request. At ALGECO's request, the Lessee will immediately provide ALGECO with the relevant insurance policies.

20. INTELLECTUAL PROPERTY RIGHTS

All documents, data, drawings, attachments, designs or other information obtained from or created by ALGECO in any form whatsoever shall remain the property of ALGECO. Unless otherwise agreed upon, ALGECO shall acquire all intellectual property rights to the results delivered under the Agreement. The Lessee may not use, publish, copy or disclose these results without ALGECO's prior consent.

21. LIABILITY

Except in case of mandatory statutory rules, such as rules regarding product liability, ALGECO's liability shall be expressly limited to the obligations under Article 4 (Claims). In connection with the rental or sale of Products, ALGECO shall not be liable for any (other) damage, including consequential indirect damage or damage as a result of third party claims against the Lessee.

The Lessee must indemnify ALGECO and any third parties engaged by it in the event of claims by third parties in connection with the existence and/or use of the Products in respect of damage for which ALGECO is not liable under the Agreement. ALGECO shall not be liable for, nor shall ALGECO give any warranty for, the condition or suitability of the facilities available at the location.

ALGECO's total liability in connection with any legal basis shall be (cumulatively) limited to the amount paid out under the insurance(s) taken out by ALGECO in the relevant case. If, for any reason whatsoever, no payment is made under such insurance, all liability shall be limited to EUR 5 or, if the contract sum in the matter concerned is lower, to an amount equal to the contract sum (with the exception of VAT) with a maximum of EUR 5. Any claim against ALGECO shall lapse 12 months after the injured party became aware or ought to have become aware of the harmful event.

The Lessee shall never personally address employees of ALGECO and other persons engaged by ALGECO for the performance of the Agreement.

These limitations of liability shall not apply in case of willful intent or willful recklessness on ALGECO's part.

In the event of a defect, the Lessee shall not be entitled to reduction of the rent and set-off, except for the power of set-off as referred to in Section 7:206(3) of the Dutch Civil Code.

22. TERMINATION OF THE AGREEMENT

If:

- a. The Lessee fails to comply with any contractual obligation towards ALGECO and, insofar as compliance is not permanently impossible, fails to comply correctly within a period of 14 days after being requested to do so by ALGECO;
- b. Lessee files for bankruptcy, is declared bankrupt or applies for suspension of payment;
- c. The Lessee dies;
- d. a decision is made and/or the Lessee's business activities are liquidated or terminated or the Lessee's business activities are sold or the nature of the Lessee's business activities changes substantially in the opinion of ALGECO;
- e. the transfer of control, directly or indirectly, over the Lessee into other hands as a result of a merger as referred to in the Merger Code 2015 or otherwise (regardless of whether the parties involved are required to comply with the rules of conduct contained therein under the Merger Code 2015);
- f. all or part of the Lessee's assets are seized,

the Lessee shall be deemed to be in default by operation of law and ALGECO shall be entitled to immediately terminate the Agreement in whole or in part without notice of default or judicial intervention and without prejudice to ALGECO's other rights, such as rights in respect of penalties, interest and the right to compensation. ALGECO is not obliged to pay any compensation to the Lessee in case of termination of the Agreement in accordance with the provisions of this article.

In the event of termination of this Agreement, ALGECO is entitled to take back the Products, free from all rights of the Lessee and without the obligation to return the Products to the Lessee. In such a case, ALGECO and its authorised representative(s) are entitled to enter the grounds and buildings of the Lessee in order to take possession of the Products. The Lessee must take the necessary measures to enable ALGECO to exercise its rights and must remove in a timely manner items which have not been delivered by ALGECO which are in the Products. ALGECO shall not be liable for the goods which are in the Products delivered by ALGECO at the time of taking possession.

If the Agreement is cancelled prior to delivery of the Products, the costs already incurred by ALGECO in connection with the performance shall be reimbursed by the Lessee by way of compensation: the costs of studies, preparation work, delivery, assembly, dismantling, collection and repair (non-exhaustive list).

23. FORCE MAJEURE

If ALGECO is prevented by force majeure of a permanent or temporary nature from performing (further) the Agreement, irrespective of whether the force majeure was foreseeable, ALGECO shall be entitled, without any obligation to pay damages, to terminate the Agreement in whole or in part without judicial intervention being required, without prejudice to ALGECO's right to payment by the Lessee for services already performed by ALGECO prior to a situation of force majeure or to suspend (further) performance of the Agreement in whole or in part. ALGECO shall inform the Lessee as soon as possible of a situation of force majeure. In case of suspension ALGECO shall still be entitled to terminate the Agreement in whole or in part, without any obligation to pay damages.

24. COMPANIES IN DIFFICULTY

The Lessee shall be obliged to inform third parties (such as trustees and attachments claiming any right with regard to the Products to which ALGECO has the ownership (reservation) in writing of ALGECO's ownership (reservation). In such a case the Lessee shall immediately inform the Contractor in writing.

25. INDIVISIBILITY

If the Lessee has concluded two or more rental agreements with ALGECO, all such agreements shall form an indivisible whole. ALGECO has the right to terminate the other Agreements at the same time when an Agreement is terminated pursuant to the provisions of Article 21.

If several (legal) persons are designated with the Lessee, they shall be jointly and severally bound to fulfil the obligations under the Agreement.

26. GENERAL DATA PROTECTION REGULATION

ALGECO collects and processes the personal data received from the Lessee for the purposes of performance of the Agreement, customer management, accounting and direct marketing activities. The legal grounds are the performance of the Agreement, the fulfilment of legal and regulatory obligations and/or the legitimate interest. The processing manager is Algeco BV - Appelweg 14 - 4782 PX Moerdijk. These personal data will only be passed on to processors, recipients and/or third parties in so far as this is necessary within the framework of the aforementioned purposes for the processing of the data.

The Lessee shall be responsible for the accuracy of the personal data he provides and undertakes to comply with the General Data Protection Act with regard to the persons whose personal data he has provided as well as with regard to all possible personal data he may receive from ALGECO and ALGECO's employees.

The Lessee confirms that he has been adequately informed about the processing of his personal data and about his rights of access, correction, deletion and objection.

For more information, please see our Data Protection Notice, which can be found on our website: <https://www.algeco.nl/nl/algeco-privacy-policy>.

27. APPLICABLE LAW AND DOMICILE

The Agreement is governed by Dutch law. The applicability of the Vienna Sales Convention is excluded.

Any disputes arising from or related to an Agreement will in the first instance exclusively be submitted to the competent court in the district of Rotterdam.

28. TAXES - FEES - COSTS

It is expressly agreed that all taxes, land taxes, fiscal or other levies which may be due in respect of the Products which are the subject of this Agreement, and all costs and rights relating to this Agreement or which may arise from it, will be borne exclusively by the Lessee who undertakes to do so.