

1. DEFINITIONS

In these general conditions and the agreements to which they have been declared applicable, the following terms shall have the meanings set out below:

ALGECO: Algeco B.V. and/or one or more of its subsidiaries and/or other entities affiliated with Algeco B.V.;

Lessee: the natural or legal person with whom ALGECO negotiates and/or concludes an Agreement;

Agreement: the agreement between ALGECO and the Lessee in respect of the Products;

Products: the modular constructions, equipment, furniture, installations, other accessories and ancillary services to be hired/delivered by ALGECO to the Lessee under the Agreement. The Products are at all times movable property; Conditions: these general conditions of hire.

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

ALGECO is entitled to amend these Conditions unilaterally. In such case, ALGECO shall notify the Lessee of the amendments in a timely manner. At least 30 days shall elapse between the notification and the entry into force of the amended Conditions.

2. QUOTATIONS AND AGREEMENT

All quotations issued by ALGECO are at all times without obligation, with respect to price, content, execution, delivery time and availability. Quotations are based on information provided by the Lessee. Unless otherwise indicated in writing, quotations issued by ALGECO have a limited validity period of 30 days.

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

3. ADMINISTRATIVE PERMITS – BUILDING PERMITS

The Lessee shall ensure, at its own expense, that prior to delivery all administrative formalities required for the installation and use of the Products on the site have been fulfilled, and ALGECO disclaims all responsibility in the event of problems or delays in obtaining the required administrative permits and documents. The Lessee accordingly undertakes to provide proof of the required permits and approvals prior to delivery and shall inform ALGECO of any problems encountered in obtaining such permits and/or approvals. If the Lessee fails to do so, ALGECO shall have the right to postpone delivery or the performance of works at the Lessee's expense.

4. ACCESSIBILITY – SAFETY OF THE DELIVERY SITE

Prior to each delivery, collection and intervention, the Lessee must inform ALGECO of the safety regulations applicable at the delivery site for the reception of external companies (prevention plan, safety protocol, instructions).

Furthermore, the Lessee must verify in advance that the site is freely accessible to ALGECO's vehicles and that these vehicles will be able to carry out the necessary loading and unloading manoeuvres, so as to avoid any hindrance that could delay, obstruct or endanger the delivery or collection of the Products, regardless of weather conditions. If, due to a lack of information or failure to report problems, additional transport, crane operations, loading or unloading manoeuvres or other works are required, these shall be at the Lessee's expense.

5. TRANSPORT – DELIVERY

From the moment of delivery, or from the moment that acceptance is refused, until the return of the Products to ALGECO's depots (or third parties designated by ALGECO), the Lessee shall be fully responsible and liable for the hired Products, and all risks relating to the Products shall be borne by the Lessee. ALGECO is entitled to carry out delivery in instalments. The Lessee is obliged to be present at delivery (and collection), to cooperate with the delivery (and collection), and to take receipt of the Products. If the Lessee fails to accept the Products, ALGECO is entitled to charge the Lessee for any costs associated therewith (including costs of storage, transport and insurance).

The Lessee must inspect the Products as thoroughly as possible immediately upon delivery, or, in the case of a product that is not yet complete, immediately upon completion. If the Lessee is not present, the Products shall be deemed to have been delivered in good condition. Any complaints regarding defects or malfunctions in respect of the Products must be submitted to ALGECO in writing and with reasons within 24 hours of delivery or completion respectively. Defects or malfunctions that could not reasonably be identified within the above period must be reported to ALGECO in writing and with reasons immediately upon discovery and no later than sixty days after delivery or completion. In the absence of a timely complaint, all possible claims of the Lessee in respect of defects or malfunctions relating to the Products shall lapse. The submission of a complaint does not release the Lessee from its payment obligations towards ALGECO.

Delivery times and periods indicated or agreed by ALGECO are based on the circumstances prevailing at the time of conclusion of the Agreement. ALGECO shall make every effort to observe these periods. Indicated or agreed delivery times and other periods shall never be regarded as a strict deadline. ALGECO shall not be liable for any damage resulting from failure to meet delivery times or other periods.

ALGECO is entitled to postpone deliveries for as long as the Lessee has not fulfilled its obligations under the Agreement.

6. PRICES

All prices quoted are exclusive of value added tax (VAT) and exclusive of all other levies, duties or charges payable in connection with the performance of the Agreement. Unless expressly stated otherwise in the Agreement, prices are also exclusive of costs for packaging, transport, installation, dismantling and service/maintenance.

Prices shall be revised on 1 January of each year on the basis of the Consumer Price Index (CPI), all households series, as published by Statistics Netherlands (Centraal Bureau voor de Statistiek).

If, after the conclusion of the Agreement, prices and/or rates of price-determining factors—such as wages, materials, fuel costs, currency fluctuations, import duties, and insurance premiums—increase for any reason whatsoever, ALGECO shall be entitled to adjust the price accordingly. ALGECO shall notify the Lessee of such adjustment in writing.

If the Lessee is a natural person, ALGECO shall notify the Lessee in writing at least 30 days prior to the effective date of the adjustment. In that case, the Lessee shall have the right to terminate the Agreement free of charge within this 30-day period, with effect from the date on which the price adjustment takes effect.

The prices for transport, delivery and collection are based on the following assumptions: a flatbed truck with a minimum axle load of 12 tonnes must be able to access the site without any problems, such as:

- low clearance (minimum height 4.20 m);
- too narrow an entrance or lanes (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 it and to load and unload.

Adaptation and protective works to the ground surface necessary for the passage of the truck and for loading and unloading, as well as the repair of any damage caused to the existing ground surface by the truck, shall be at the Lessee's expense. If it is not possible to place the Products directly on the support or foundation points by means of the truck, a crane must be provided for unloading and placing the Products. These costs are not included. The same applies upon collection. The same conditions regarding site access apply to the crane as to the truck.

Unless expressly agreed otherwise, dismantling and collection transport costs shall be invoiced at the rate applicable on the date of collection.

If it appears that the actual situation differs, ALGECO shall have the right to adjust the prices accordingly.

Exceptional transport (equipment wider than 2.55 m)

Exceptional transport is subject to specific legislation and regulations regarding driving and rest times and mandatory routes. The application for the necessary permits for transport or for loading and unloading activities, as well as for signage (no-parking zones, road closures, etc.) shall be at the risk and expense of the Lessee. If collection of the Products in multiple trips is requested where this was not provided for in the Agreement, prices shall be increased proportionally.

7. FOUNDATION FOR PLACEMENT

The Lessee warrants that the Products will be placed on prepared sites that are in good condition, free from obstacles and equipped with the necessary drainage provisions. The stability of the ground must be sufficiently load-bearing for the Products to be placed.

If the Lessee itself places the support or foundation points on which the Products are to be installed, these works must be completed before the delivery date and approved by ALGECO. A tolerance of a maximum of 1 cm applies with regard to levelness. The placement of the support or foundation points, including the design calculations and inspection thereof, shall in that case be entirely at the Lessee's expense.

The Lessee undertakes not to fix the Products in masonry and not to affect their mobile character in any way. If the constructions are fixed in masonry or otherwise anchored, ALGECO shall have the right to demand, subject to a penalty of EUR 10,000 per day that the violation continues and at the Lessee's expense, the restoration of these constructions to their original mobile condition through legal proceedings. The Lessee undertakes to comply with any instructions given by ALGECO during installation or during an inspection of the Products.

During the hire period, the Lessee shall, at ALGECO's first request, establish a right of superficies (opstalrecht) on the delivered Products, without ALGECO being required to pay any consideration therefor. The right of superficies shall be established at the Lessee's expense.

8. CONNECTION TO UTILITIES

Water supply The Lessee must ensure, at the locations indicated by ALGECO, the connections for the water supply with a maximum permitted pressure of 3.5 bar for the sanitary appliances. If the pressure is higher, a pressure regulator must be installed at the Lessee's expense.

Wastewater drainage

The connections for the discharge of wastewater shall be at the Lessee's expense. Upon request, these works may additionally be carried out by ALGECO and subsequently invoiced to the Lessee.

Electricity

The standard electrical installations of the Products are provided up to the outer wall of the modules and comply with applicable standards, legislation and regulations. The Products may be equipped with an electrical installation that meets the requirements expressly communicated by the Lessee: voltage to be provided, power to be delivered, etc. Depending on the specifications provided by the Lessee, any additional works may be carried out and invoiced. The Lessee is obliged to earth the installation and to have it connected to the electricity grid in accordance with applicable standards, legislation and regulations.

Inspections

All inspections of the connections to the various utilities by a competent authority, as well as any mandatory periodic checks, shall be carried out at the expense and responsibility of the Lessee. Upon request, these works may additionally be carried out by ALGECO and subsequently invoiced to the Lessee.

9. EQUIPMENT – SAFETY INSTALLATIONS

Depending on the use of the Products, administrative authorities and competent bodies 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. Such services shall in that case 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 the fittings and accessories. ALGECO shall carry out these works, either during the hire period if it cannot be interrupted, or after collection of the Products. The Lessee is and remains liable up to the value of the Products and must inform ALGECO of any defects it identifies in respect of the Products. ALGECO has the right to carry out all inspections it deems necessary.

The Lessee may only use the Products for the purposes for which they are intended and in accordance with the applicable (statutory) regulations, as well as the hygiene and safety regulations relating to their use and occupation. The Lessee is therefore solely responsible and liable for the consequences of non-compliance with the aforementioned (statutory) obligations. The Lessee is responsible for the good condition of the Products. The Lessee must treat them as a prudent person would and is responsible for supervising the Products for as long as they are in its possession — even after the expiry of the hire period — and until collection by ALGECO.

The Lessee must in particular 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 must in particular:

- comply with the regulations communicated and/or posted on the inside of the Products;
- ensure the periodic inspection of the electrical installations and safety installations (fire extinguishers, emergency lighting, etc.);
- ensure the proper maintenance of the gutters and roofs through regular inspections (e.g. removing dead leaves, pine needles, etc.);
- prohibit the placement of materials or equipment on the roofs and prevent the accumulation of snow on the roofs.

The Lessee is not permitted to attach materials to or on the Products and/or to make alterations to the structure of the Products or to the fittings and accessories, unless with the express prior written consent of ALGECO. Unless expressly agreed otherwise, the Lessee shall, at ALGECO's first request upon termination of the hire, at its own expense remove any attached materials and restore the Products to their original condition, without the Lessee being entitled to any compensation in this regard.

During the hire period, the Lessee must immediately notify ALGECO by telephone and in writing in the event of damage to or caused by the Products.

ALGECO is entitled during the hire period to replace the hired Products with other Products of the same type.

11. HANDLING – TRANSPORT (RELOCATION)

Once the Products have been delivered, the Lessee shall bear the costs of handling and transport of the Products by ALGECO, which shall be deemed to act on behalf of and for the account of the Lessee. If not, the Lessee acts at its own risk.

The Lessee shall not move or relocate (whether within or outside of the site), modify, alter or reconfigure the hired Products in any way without the prior written consent of ALGECO, subject to such conditions as ALGECO may consider appropriate. Without prejudice to the foregoing, the Products may only be moved, relocated, altered, modified or reconfigured by ALGECO or its subcontractors, at the Lessee's costs, which shall be agreed between the parties.

If the destination of the Products is changed or the Products are relocated without the cooperation of ALGECO, the Lessee must take all measures to ensure the safety of the Products and of the users at the new location or in the context of the new purpose.

12. VARIATIONS – ADDITIONAL WORK

If the Lessee requests any variations or changes (a "Variation") to the Products or services under the Agreement, or if ALGECO is required to implement a Variation in order to execute the Lessee's instructions, ALGECO shall be entitled to adjust the hire price accordingly. ALGECO shall endeavour to confirm any adjustment to the hire price prior to implementing the Variation. If the Lessee does not give ALGECO reasonable advance notice of the Variation and ALGECO is required to implement it without prior confirmation, the Lessee shall be deemed to have accepted ALGECO's adjustment to the hire price.

All Variations must be recorded in writing and signed by both parties before ALGECO is obliged to implement the Variation, unless urgent circumstances prevent this.

13. COLLECTION – DISCHARGE – CLEANING

At the time of collection, the Products must be fully and freely accessible. All objects or items of furniture not belonging to ALGECO must have been removed and all external connections must have been disconnected. The Products shall be deemed to have been taken over in the condition in which they were found by ALGECO or one of its representatives. At the time the Products are collected or change hands, ALGECO shall draw up a brief description of the condition of the Products on site, subject to a more thorough examination at ALGECO's workshops, which the Lessee may attend if it so wishes in order to give the examination an adversarial character.

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

ALGECO has the right to inspect the Products from time to time. The Lessee is likewise not released from its responsibility and liability when ALGECO has proceeded entirely on its own initiative to remove and collect the Products.

If the Products are not available or accessible on the date indicated by the Lessee for collection, the costs of the abortive transport and associated costs shall be borne by the Lessee and the notice period for collection shall be extended accordingly.

14. SUBCONTRACTING

ALGECO is entitled to engage subcontractors in the performance of the Agreement, in which case ALGECO may only be held liable to the extent that the subcontractor is liable towards ALGECO.

15. PAYMENT TERMS

Invoices shall be prepared in advance and shall be deemed accepted by the Lessee if they are not disputed within 8 days of receipt by registered letter with acknowledgement of receipt. They must be paid by automatic transfer within 30 days of the date of issue in the currency specified in the Agreement, without any discount, deduction or set-off. The Lessee is not entitled to suspend and/or set off its payment obligations.

Non-compliance with the payment terms — even in respect of a single invoice — shall result in the forfeiture of the time for payment, whereby the entire claim of ALGECO, based on the agreed hire period, shall become immediately due and payable without prior notice of default. If an invoice is disputed by registered letter with acknowledgement of receipt, the Lessee must pay the undisputed part of the claim on the due date.

If the Lessee fails to pay the amounts due on time, the Lessee shall be in default without any demand or notice of default being required. From the moment the Lessee is in default until the date of full payment, the Lessee shall owe interest on the outstanding amount of 1.5% per month (or part thereof), or — if higher — the statutory commercial interest rate, without prejudice to ALGECO's right to full compensation for damages. In addition to the total amount then owed, the Lessee shall also be obliged to reimburse all judicial and extrajudicial costs (with a minimum of EUR 1,000).

16. PAYMENT GUARANTEES – SECURITY – RETENTION OF TITLE

Prior to delivery or during the term of the Agreement, ALGECO reserves the right to require security or any other payment guarantee (advance payment, direct payment, etc.).

In the case of a sale, all Products shall remain the property of ALGECO until the moment of full payment by the Lessee of all amounts owed to ALGECO under an Agreement, including claims arising from failure to perform an Agreement (such as interest, costs and penalties).

17. HIRE PERIOD

The duration provided for in the Agreement constitutes an essential element of the Agreement. The hire period commences on the date on which the Products are delivered, or from the moment that acceptance is refused. The Agreement ends upon expiry of the agreed hire period or on an agreed later collection date. The Products must be returned upon expiry of the agreed period.

Unless ALGECO's prior written consent has been obtained, Products may not be returned by the Lessee before the end of the agreed hire period. In the event of early return before the expiry of the agreed period, the Lessee shall pay all amounts due (including return and storage costs) at the time of return, plus all amounts that would have been due for the remainder of the hire period.

If, in ALGECO's opinion, the Products are not returned complete or in good condition at the end of the hire period, the Agreement shall continue under the same conditions for an indefinite period, with each party having the right to terminate it at any time subject to the same formal requirements and a notice period of 2 months. During the continuation of the Agreement, ALGECO is entitled to charge a higher hire price than the original hire price.

Long-term agreement with purchase option No later than 60 days before the end of the agreed hire period, the Lessee must notify ALGECO of its wishes: to return the Products or to purchase the Products at the agreed value. The purchase shall not give rise to novation of the debt under the Agreement providing for the purchase option, whereby the purchaser acknowledges that it is aware of and accepts the general conditions of hire 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 the Agreement shall, regardless of the reason why the Lessee fails to communicate its choice within the permitted period, become an ordinary hire agreement without the possibility of transfer of ownership, to which these Conditions apply.

18. NON-ALIENATION

All Products of ALGECO are identified with a plate or a brand mark. The Lessee is not permitted to remove or alter any marking or brand of the delivered Products. The Lessee is not authorised to sell, alienate and/or encumber the Products, or to make them available to any third party in any other way, or to relocate or transport them.

19. SUB-HIRE

The Lessee is not authorised to transfer its rights or obligations under the Agreement to a third party, nor to sub-hire the hired goods, except with the express written consent of ALGECO. In the latter case, the Lessee shall remain jointly and severally liable for the fulfilment of the obligations under the Agreement.

20. INSURANCE

Unless otherwise agreed in writing, the Lessee shall, during the hire period or (in the case of a sale) for as long as the Products remain subject to ALGECO's retention of title, at its own expense ensure adequate insurance of ALGECO's Products 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 its rights under the insurance to ALGECO at ALGECO's first request. At ALGECO's request, the Lessee shall immediately provide ALGECO with the relevant insurance policies.

21. INTELLECTUAL PROPERTY RIGHTS

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

22. LIABILITY

Except in the case of mandatory statutory rules, such as rules relating to product liability, ALGECO's liability is expressly limited to the obligations under Article 5 (complaints). Accordingly, ALGECO shall not be liable in connection with the hire or sale of Products for any (other) damage, including consequential damage, indirect damage or damage resulting from third-party claims against the Lessee.

The Lessee is obliged to indemnify ALGECO and third parties engaged by it in the event of third-party claims 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 is not liable for, nor does it give any warranty as to, the condition or suitability of the facilities available at the site.

Without prejudice to the provisions below, the maximum aggregate liability of ALGECO under or in connection with the Agreement (including liability for the acts or omissions of its employees, agents and subcontractors), whether arising in contract, tort (including

negligence), misrepresentation or otherwise, shall in no circumstances exceed the total amount received by ALGECO as hire charges under the Agreement during the 12 months prior to the occurrence of the relevant cause.

Nothing in these Conditions and the Agreement shall exclude or in any way limit any liability that cannot legally be limited, including: (a) either party's liability for death or personal injury caused by its own negligence; and (b) either party's liability for fraud or fraudulent misrepresentation.

Any claim against ALGECO shall become time-barred 12 months after the injured party was aware or ought to have been aware of the damaging event.

The Lessee shall never hold ALGECO's employees or other persons engaged by ALGECO for the performance of the Agreement personally liable.

These limitations of liability shall not apply in the event of intentional misconduct or wilful recklessness on the part of ALGECO itself. In the event of a defect, the Lessee may not claim a reduction in hire price or set-off, except for the right of set-off referred to in Article 7:206(3) of the Dutch Civil Code.

23. TERMINATION OF THE AGREEMENT

If:

- a. the Lessee fails to fulfil any contractual obligation towards ALGECO and, to the extent that performance is not permanently impossible, proper performance is not forthcoming within a period of 14 days after being requested to do so by ALGECO;
 - b. the Lessee files for its own bankruptcy, is declared bankrupt or applies for a suspension of payments;
 - c. the Lessee dies;
 - d. a resolution is passed and/or steps are taken to liquidate the Lessee or to cease the Lessee's business activities, or to sell the Lessee's business activities, or the nature of the Lessee's business activities changes materially in ALGECO's opinion;
 - e. direct or indirect control over the Lessee passes to other hands as a result of a merger within the meaning of the SER Merger Code 2015 or otherwise (regardless of whether the parties involved are required to comply with the rules of conduct contained therein under the SER Merger Code 2015);
 - f. an attachment is levied on all or part of the Lessee's assets,
- the Lessee shall be deemed to be in default by operation of law and ALGECO shall be entitled to terminate the Agreement immediately in whole or in part without notice of default or judicial intervention, without prejudice to ALGECO's other rights, such as rights in respect of penalties already forfeited, interest and the right to damages. ALGECO shall not be obliged to pay any compensation to the Lessee in the event of termination of the Agreement in accordance with the provisions of this article.

In the event of termination of this Agreement, ALGECO shall be entitled to repossess the Products, free from all rights of the Lessee and without any obligation to redeliver the Products to the Lessee. In such case, ALGECO and its authorised representative(s) shall be entitled to enter the Lessee's premises and buildings in order to take possession of the Products. The Lessee is obliged to take the necessary measures to enable ALGECO to exercise its rights and must remove in a timely manner any items not delivered by ALGECO that are present in the Products. ALGECO shall not be liable for any items present in the Products delivered by ALGECO at the time of repossession.

24. CANCELLATION

If the Agreement is cancelled by the Lessee prior to delivery of the Products, the Lessee shall owe ALGECO the following amounts as compensation for costs already incurred by ALGECO in the context of performance:

- within 1 month before the delivery date: 100% of the total hire sum, plus one-off costs;
- within 2 months before the delivery date: 75% of the total hire sum, plus one-off costs;
- within 3 months before the delivery date: 50% of the total hire sum, plus one-off costs; and
- within 4 months before the delivery date: 25% of the total hire sum, plus one-off costs.

For the purposes of this Article, the delivery date means the date on which ALGECO would have commenced the transport, placement, installation, etc. of the Products. The delivery date is/shall be determined by ALGECO.

25. FORCE MAJEURE

If ALGECO is prevented from performing the Agreement (further) due to force majeure of a permanent or temporary nature, regardless of whether the force majeure was foreseeable, ALGECO shall be entitled, without any obligation to pay damages, to dissolve the Agreement in whole or in part by means of a written notice without judicial intervention, without prejudice to ALGECO's right to payment by the Lessee for services already performed by ALGECO prior to the force majeure situation, or to suspend the (further) performance of the Agreement in whole or in part.

Force majeure shall in any event include, but shall not be limited to: war, terrorism, extreme weather conditions, earthquakes, fire, floods, epidemics or pandemics, shortage of raw materials or fuel, disruptions in the supply chain, strikes (including by ALGECO's own personnel or that of its agents or subcontractors), blockades of public or private roads, mechanical breakdowns (including of machinery, equipment and vehicles), government measures or decisions, and other circumstances beyond ALGECO's reasonable control.

ALGECO shall notify the Lessee of a force majeure situation as soon as possible. In the event of suspension, ALGECO shall remain entitled to declare the Agreement dissolved in whole or in part.

26. COMPANIES IN FINANCIAL DIFFICULTY

The Lessee is obliged to notify third parties in writing (such as receivers and attaching creditors claiming any right in respect of the Products over which ALGECO holds title (or retention of title)) of ALGECO's title (or retention of title). In such case, the Lessee must immediately notify ALGECO thereof in writing.

27. INDIVISIBILITY

If the Lessee has entered into two or more hire agreements with ALGECO, all such agreements shall form an indivisible whole. Upon termination of an Agreement pursuant to the provisions of Article 22, ALGECO shall have the right to terminate the other Agreements simultaneously.

If the Lessee refers to several (legal) persons, these persons shall be jointly and severally obliged to fulfil the obligations under the Agreement.

28. GENERAL DATA PROTECTION REGULATION

ALGECO collects and processes the personal data received from the Lessee for the purposes of performing the Agreement, customer management, accounting and direct marketing activities. The legal bases are the performance of the Agreement, compliance with legal and regulatory obligations and/or legitimate interest. The data controller is ALGECO BV – Appelweg 14 – 4782 PX Moerdijk. This personal data shall only be passed on to processors, recipients and/or third parties to the extent necessary for the aforementioned processing purposes.

The Lessee bears responsibility for the accuracy of the personal data it provides and undertakes to comply with the General Data Protection Regulation in respect of the persons whose personal data it has provided, as well as in respect of any personal data it may receive from ALGECO and ALGECO's employees.

The Lessee confirms that it has been adequately informed about the processing of its personal data and about its rights of access, rectification, erasure and objection.

For more information, please refer to our Data Protection Notice, available on our website: <https://www.algeco.nl/nl/algeco-privacy-policy>.

29. GOVERNING LAW AND CHOICE OF JURISDICTION

Dutch law shall apply to the Agreement. The applicability of the Vienna Convention on Contracts for the International Sale of Goods is excluded.

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

30. TAXES – DUTIES – COSTS

It is expressly agreed that all taxes, land taxes, fiscal or other levies that may be due in respect of the Products that are the subject of this Agreement, and all costs and duties relating to or arising from this Agreement, shall be borne exclusively by the Lessee, who undertakes accordingly.