



GENERAL RENTAL CONDITIONS VAN RIEL FORKLIFTS B.V.

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Article 1 – Definitions

In these General Rental Conditions, the following definitions apply:

- Van Riel Forklifts: VAN RIEL FORKLIFTS B.V.
- Days: all calendar days.
- Machine(s): fork-lift trucks, reach stackers, aerial platforms and other machines and/or materials that are rented by Van Riel Forklifts B.V. to a Renter pursuant to an Agreement.
- Renter: anybody who concludes an Agreement with Van Riel Forklifts B.V. as intended in article 2.
- Agreement: any agreement intended in article 2.

Article 2 - Scope

These General Conditions are applicable to all Agreements for rental and hire that are entered into by Van Riel Forklifts, to the extent that they act as lender.

Article 3 - Rental period and rental prices

- 3.1. The rental agreement is concluded for periods of days, weeks and/or months unless agreed otherwise.
- 3.2. If the Renter does not make use of the Machine, this is at his risk and thus has no influence on his payment obligations, unless this impediment is of an unreasonably long duration, such as the assessment of Van Riel Forklifts, or is the consequence of a circumstance to which blame could be attributed to Van Riel Forklifts B.V.
- 3.3. Rental prices are the prices excluding VAT and additional costs (including transport and comprehensive insurance) of Van Riel Forklifts according to the price lists they use. Different rates apply for specially equipped Machines, continuous operations, Saturdays, Sundays and Public Holidays.
- 3.4. The rental fee owed by the Renter is calculated from the day on which the Machine is rented up to and including the termination date, being the day on which the Machine, pursuant to article 6.1, is returned or collected.
- 3.5. If a Machine is signed out earlier than agreed, the rental price is then owed for this shorter period, without calculation of any price discount for the previously agreed longer rental period.

Article 4 - Start of Agreement

- 4.1. Delivery takes place by making the Machine available to the Renter on a location clearly described by the Renter. The Renter and Van Riel Forklifts agree at the start of the Agreement whether delivery and retrieval of the Machine shall be arranged by the Renter or alternatively by Van Riel Forklifts. The costs for delivery and retrieval of the Machine shall be charged to the Renter.
- 4.2. The Renter guarantees a good accessibility to the location stated in paragraph 1 for the means of transport in question. If this location should prove inaccessible for the delivery of the Machine, Van Riel Forklifts is entitled to charge the Renter for the trip and for the rent that has been lost.
- 4.3. Van Riel Forklifts determines the exact place where the Machine is set down, unless agreed otherwise with the Renter in writing.
- 4.4. Van Riel Forklifts is entitled to deliver a Machine other than the one rented by the Renter, on condition that this other Machine is deemed usable by the Renter. Van Riel Forklifts is not liable for any damage that arises out of characteristics that are peculiar to the other Machine. The Renter shall, however, provide Van Riel Forklifts with the opportunity of exchanging the delivered Machine at a later moment for the contracted Machine.
- 4.5. The Renter shall sign the receipt report at the moment of delivery, for the correct and complete delivery of the Machine and for its condition. If delivery takes place during the absence of the Renter, the receipt report shall be left behind with the Machine. The Renter should inspect the Machine using this report before making use of it for the first time and report any differences to Van Riel Forklifts by telephone. If the Renter does not return the signed receipt report before the start of the activities, the Renter automatically declares that he agrees with the correct delivery and condition of the Machine and with the content of the receipt report.

Article 5 - Use

- 5.1. Once the Machine has been made available to the Renter, he is completely responsible and liable for the Machine that is rented and its use is then at his own expense and risk. The Renter shall treat the Machine with all due care and diligence and secure it in a functional way, and also ensure a driver/operator who is at least 18 years old and who has the necessary demonstrable skills for operating a forklift, and also meets the legal provisions for driving/operating the Machine in question.
- 5.2. The Renter shall make use of the Machine in a professional way, only in compliance with the purpose for which it is made. If there are any risks attached to the use by the Renter, Renter is bound to inform Van Riel Forklifts of this in writing prior to the start of the Agreement.
- 5.3. During the rental period, the Renter is bound to comply with all safety provisions and other regulations issued by the authorities. The Renter indemnifies Van Riel Forklifts for all damage arising from the failure of the Renter to comply with these provisions. The Renter must ensure that the permits, driving licences etc. that are required for using the Machine are obtained. Any costs connected with this are at the expense of the Renter.

- 5.4. The Renter is not permitted:
 - a. to transport the Machine to a different location or to use it for different work;
 - b. to carry out repairs to the Machine, nor to fit replacement parts and/or make other changes to it, except with the emphatic prior permission from Van Riel Forklifts and that stated in articles 5.5 and 5.6.;
 - c. to sub-rent, pledge it, or encumber the Machine or to make it in any other way available to third parties.
- 5.5. The Renter shall provide fuel for the Machine, where necessary recharge the batteries and regularly clean the Machine.
- 5.6. The Renter shall daily:
 - a. check the correct operation of the Machine;
 - b. check the level of the lubricant, coolant, antifreeze, battery fluid, hydraulic oil, brake fluid and any other fluids and where necessary top them up in compliance with the provisions;
 - c. check the tires for good condition and proper tire pressure. The Renter shall, if necessary, bring the tires up to the prescribed pressure;
 - d. inspect the various fluid systems of the Machine, such as hoses and couplings.
- 5.7. If the Machine is stolen or if damage, threatened damage or any defect to the Machine is identified, the Renter is bound to inform Van Riel Forklifts immediately. In the event of theft, the renter must immediately make an official report to the police. All damage suffered by Van Riel Forklifts as a result of non-compliance with these obligations shall be charged to the Renter.
- 5.8. The Renter is bound, at the request of Van Riel Forklifts, to make the Machine available for inspection and/or for anything other than daily maintenance. The Renter grants in advance permission to Van Riel Forklifts to enter the buildings and sites of the Renter, or, as the case may be, the buildings and sites where the Machine is located.
- 5.9. If an agreement is concluded with several Renters, they shall all be jointly and separately subject to all obligations from the Agreement.
- 5.10. The Renter is bound to allow Van Riel Forklifts the possibility of installing (light) advertising, designations or the like on the Machine. The Renter is firstly entitled, for the duration of the Agreement, to install (light) advertising, designations or the like on the Machine after receiving emphatic permission from Van Riel Forklifts; any advertising fees in relationship to this are at the expense of the Renter.
- 5.11. During the duration of the Agreement, all municipal tax money is charged to the Renter.

Article 6 - End of the Agreement

- 6.1. The Renter should sign out the Machine no later than one working day before the end of the Agreement or as much earlier as the Renter wishes, with Van Riel Forklifts, unless agreed otherwise. If the Renter signs out the Machine on the day on which the Machine is returned or collected, Van Riel Forklifts B.V. is entitled to charge an extra day's rent. The Agreement ends at the moment that Van Riel Forklifts has collected the Machine or the Renter has returned the Machine to the branch of Van Riel Forklifts and has transferred it to Van Riel Forklifts.
- 6.2. The Renter shall clearly describe the location where Van Riel Forklifts shall collect the Machine and shall prepare the Machine for transport. The Renter is bound to provide good accessibility to the location for the means of transport in question. If this location should prove insufficiently accessible for the collection of the Machine, Van Riel Forklifts is entitled to charge the Renter for the trip and for the rent that has been lost.
- 6.3. The Renter shall return the Machine in clean condition, with the battery fully charged and/or with a full tank of fuel. An inspection shall take place at the end of the Agreement and an inspection report shall be drawn up by Van Riel Forklifts of which, if deviations to the condition of the Machine at delivery are identified, the Renter shall receive a copy. If the Renter fails to meet these obligations or if the Machine on the other hand is not in order, the extra costs that Van Riel Forklifts must make shall be at the expense of the Renter.
- 6.4. If it should prove impossible for Van Riel Forklifts to collect the Machine immediately, the Renter shall ensure that the Machine can remain on the collection site for a reasonable period. Any costs connected with this are at the expense of the Renter. Such matters have no influence on the rental fee.

Artical 7 - Obligations of Van Riel Forklifts

- 7.1. Notwithstanding that stated in article 10, Van Riel Forklifts guarantees the Renter the robustness and quality of the Machine rented out by Van Riel Forklifts. If Van Riel Forklifts has rented the Machine from a third party, this guarantee never extends further than the guarantee obligation of this third party towards Van Riel Forklifts and the redress offered by this third party.
- 7.2. If required, Van Riel Forklifts shall offer the Renter advice concerning the Machine to be rented. All advice offered by Van Riel Forklifts B.V. to the Renter is offered and performed to the best of its ability. Van Riel Forklifts B.V. is not liable for the consequences of the advice provided.
- 7.3. If the Renter informs Van Riel Forklifts about an identified defect or damage to the Machine, Van Riel Forklifts shall immediately deal with the defect or the damage. If repair cannot be performed within 24 hours (excluding Saturday, Sunday and Public Holidays), Van Riel Forklifts shall provide the Renter with a replacement Machine that is as similar as possible to the original rented machine. This provision does not apply in the event of careless or ignorant use, intent and/or negligence on the part of the Renter. Article 3.2 is applicable.

Article 8 - Termination

- 8.1. Van Riel Forklifts is entitled, without requiring prior notice of default, to terminate the Agreement by sending a written statement to the Renter in the event of:
- the Renter not properly complying with his obligations under the Agreement;
 - start of bankruptcy or suspension of payment of the Renter;
 - attachment of the Machine by third parties;
 - circumstances at the Renter, which imply a considerable intensification of the risk to Van Riel Forklifts and/or which could prevent the normal settlement of the Agreement.
- 8.2. In the event of force majeure, Van Riel Forklifts is entitled to terminate the Agreement entirely or partially without any legal intervention, or to suspend the execution thereof, without Van Riel Forklifts being liable for any damages.

Article 9 - Payment

Invoicing of the rental fee by Van Riel Forklifts B.V. to the Renter takes place, at the choice of Van Riel Forklifts, either weekly or monthly. All payments that should be made pursuant to these General Conditions to Van Riel Forklifts must be made within 30 days of the invoice date without any settlement for whatever reason, by depositing the fee in the currency in which it is invoiced into the account stated on the invoice.

Article 10 - Liability and Insurance

- 10.1. Van Riel Forklifts is not liable, except in those cases in which the law imposes the obligation of compensation on Van Riel Forklifts and except in those cases where there is intent or gross negligence on the part of Van Riel Forklifts, for:
- damage as a result of delayed delivery and/or the equipment of a faulty machine, or other actions;
 - damage caused by intent, culpability or negligence by those who are used by Van Riel Forklifts in the execution of the Agreement, regardless of who employs them;
 - damage caused by auxiliary and transport vehicles used by Van Riel Forklifts.
- In those cases where Van Riel Forklifts are liable, this is restricted to the amount that Van Riel Forklifts shall derive from the insurance it has concluded.
- 10.2. During the period that the Machine is under the control of the Renter, the Renter is liable towards Van Riel Forklifts for all damage to the Machine, regardless of whether or not this damage will be compensated by any insurance. Damage should also be deemed to mean disappearance, misappropriation, disposal, theft and total loss.
- 10.3. During the period that the Machine is under the control of the Renter, the Renter is liable towards Van Riel Forklifts for all damage caused by or through the use of the Machine, regardless of whether or not this damage will be compensated by any insurance.
- 10.4. The Renter indemnifies Van Riel Forklifts for the duration of the Agreement against all claims from third parties for compensation connected with or through the use of the Machine.
- 10.5. During the period that the Machine is in the hands of the Renter, the Renter is bound to take out a comprehensive insurance with regard to the Machine; this insurance should be based on the purchase price of the Machine and extended with comprehensive cover, with Van Riel Forklifts B.V. as co-insured.
- 10.6. Unless the Renter demonstrably provides this, Van Riel Forklifts shall provide the comprehensive insurance for the Renter in compliance with the policy conditions that may be perused at Van Riel Forklifts; in that case, the premium owed by the Renter plus the costs shall be invoiced to the Renter together with the rental fee.
- 10.7. The insurance stipulated by the Civil Liability Insurance (Motor Vehicles) Act (WAM) shall be provided by Van Riel Forklifts. The conditions of this insurance may be perused at Van Riel Forklifts. The premium that Van Riel Forklifts B.V. is bound to pay for the Machine under this WAM insurance is included in the rental price.
- 10.8. For each situation that is covered by one of the aforementioned insurances, the Renter shall pay an excess to Van Riel Forklifts. The level of the excess is stated in the Insurance Conditions Rental that Van Riel Forklifts has for perusal or that can be consulted via the website of Van Riel Forklifts.
- 10.9. If the Machine is lost or damaged, the insurance proceeds must be paid to Van Riel Forklifts. The Renter is bound to inform his insurers of this obligation, and also to provide Van Riel Forklifts with the names and addresses of his insurers. Van Riel Forklifts is entitled to inform those insurers that the insurance proceeds for the Machine belonging to Van Riel Forklifts must be paid to Van Riel Forklifts.

Article 11 - Third party clause

- 11.1. The Renter of the Machine states that he is aware of and, to the extent necessary, agrees that the ownership of the Machine can rest (or come to rest) with a third party or can be pledged to a third party as surety for the payment of all that this third party may claim from the Lender or shall have at any time as part of rental and/or financial lease agreements or for any other reason.
- 11.2. Notwithstanding the existence of the current rental agreement, the Renter shall not be able to appeal to any right of retention, if and once the third party, as owner or pledge holder, issues a notification that, pursuant to a non-compliance of Van Riel Forklifts towards that third party, it shall claim the surrender of the Machine. As a consequence of this demand,

the current rental agreement shall be automatically terminated with immediate effect. The surrender as stated must take place at the office of the third party or at a location designated by the third party.

- 11.3. If the third party is the owner of the Machine (or if he has gained ownership of it as former pledge holder) and the third party wishes to continue the current rental agreement, the Renter is bound, at the first request of the third party, to conclude a rental agreement with the third party for the remaining duration of the current rental agreement and under the same conditions.
- 11.4. To the extent that the current rental agreement was concluded earlier than the aforementioned rental and/or financial lease agreement between Van Riel Forklifts and the third party of owner, the operation of article 7:226 CC between the parties is excluded. In that case, the current rental agreement between Van Riel Forklifts and the Renter shall remain in force even after the sale of the Machine by Van Riel Forklifts to the third party, followed by the aforementioned rental and/or financial lease agreement between Van Riel Forklifts and the third party.
- 11.5. The third-party clause included here in paragraphs 11.1 to 11.1 cannot be revoked by either the Renter or Van Riel Forklifts.

Article 12 - Proof

With regard to the monetary scale of the mutual obligations, resulting from the Agreement concluded with Van Riel Forklifts, the administrative details of Van Riel Forklifts are decisive, with the exception of contrary evidence with all resources.

Article 13 – Applicable law

All Agreements or Agreements of Van Riel Forklifts derived from such with the Renter and these General Rental Conditions are governed by Dutch law.

Article 14 - Competent judge

The competent judge in Den Bosch is exclusively competent to hear disputes arising from the Agreements concluded between Van Riel Forklifts and the Renter, unless Van Riel Forklifts prefers to choose the competent judge of the residence of the Renter.