



GENERAL RENTAL CONDITIONS OF ROYAL EIJKELKAMP B.V.

1. Definitions

Royal Eijkelkamp: the Royal Eijkelkamp entity as specified in the respective order.

Client: the natural or legal person who enters into a Rental Agreement with Royal Eijkelkamp.

Rental Equipment: the items that Royal Eijkelkamp has hired out or will hire out under the Rental Agreement

Auxiliary Person: a natural or legal person, including an employee of Royal Eijkelkamp, who is engaged by Royal Eijkelkamp for the execution of the contract.

“Written” and “in writing” includes email.

2. Applicability

2.1 In the event of conflict between the provisions of the Rental Agreement and these General Rental Conditions, the provisions of the Rental Agreement shall prevail.

2.2 These General Rental Conditions apply to all requests for proposal of the Client, proposals and offers by Royal Eijkelkamp as well as orders, contracts, agreements, provision of services and other legal relationships between the Client and Royal Eijkelkamp. Client accepts these conditions by the simple act of placing an order.

2.3 These conditions are available in both Dutch and English. In case of differences in interpretation, the English text shall prevail.

2.4 If one or more provisions of these General Rental Conditions are null and void or (become) invalid or otherwise unenforceable, this shall not affect the validity of the remaining provisions of these General Rental Conditions. Royal Eijkelkamp and the Client will then do their utmost to reach agreement on a provision that is as close as possible to the purport of the void or invalid provision.

2.5 A Client who has previously contracted under the current conditions accepts the applicability of these General Rental Conditions to subsequent contracts between Client and Royal Eijkelkamp.

2.6 Royal Eijkelkamp may change these General Rental Conditions. The changes shall enter into force thirty days after Royal Eijkelkamp has communicated the changes to the Client in writing.

2.7 The conditions of the Client, under whatever name, are expressly rejected.

2.8 Different and/or additional conditions and/or the Client's own conditions, are only applicable if and when these have been accepted by Royal Eijkelkamp in writing and in that case only for the agreement in question.

3. quotations and conclusion of the rental agreement; content and amendment

3.1 All offers are non-binding for Royal Eijkelkamp unless specifically stated otherwise in writing. Royal Eijkelkamp may revoke them at any time, up to fourteen days after the Client has accepted them in writing. Royal Eijkelkamp is not liable for errors or deviations from samples, drawings, indicated measurements, weights, models, colours and/or other information provided by Royal Eijkelkamp to the Client.

3.2 Unless Royal Eijkelkamp expressly states otherwise, statements and specifications of sizes, capacities, performances, and results will be approximations only and will not be binding on Royal Eijkelkamp. Royal Eijkelkamp accepts no liability for the correctness and completeness of information provided by the Rental Equipment's manufacturers.

3.3 The written Rental Agreement and these General Rental Conditions are deemed to fully and correctly represent the parties' rights and obligations.

4. Changes and cancellations

Changes to and cancellations of any order, contract or agreement are not possible unless agreed with and confirmed in writing by Royal Eijkelkamp. Royal Eijkelkamp may attach further conditions to such acceptance, amongst others in case of non-standard or custom made products. If the Client wishes to reduce or cancel an order, contract or agreement or if an order, contract or agreement is reduced or cancelled by Royal Eijkelkamp due to reasons attributable to the Client, the Client shall reimburse Royal Eijkelkamp for all damages, including loss of profits, and all costs arising from such reduction or cancellation, subject to a minimum charge of 10% of the reduced invoice value.



5. Prices

5.1 The prices specified by Royal Eijkelkamp are “Ex Works” (Incoterms 2020), Giesbeek and excluding VAT. Packaging costs, freight costs, postal charges, insurance costs and other costs, port fees, export and import duties and all other fees and taxes are for the Client’s account and shall be invoiced separately, where applicable.

5.2 The prices specified by Royal Eijkelkamp are non-binding and are dependent on price changes made by suppliers, exchange rates, price swings and other price determinative factors. Royal Eijkelkamp is entitled to pass on to the Client any price increases that become effective before the order has been confirmed in accordance with Article 3. Royal Eijkelkamp retains the right to charge administration costs for the supply of items below an invoice value of EUR 1,000.

6. Rental period and rent, security and deposit

6.1 The Rental Agreement is entered into for the period and rent specified in the Rental Agreement.

6.2 Rents are based on a maximum use of eight operating hours per day, five days per week. Additional use over and above eight operating hours per day or for more than five days per week will be charged to the Client retrospectively at the additional price specified in the Rental Agreement. Royal Eijkelkamp determines the extent of additional use in the manner it considers appropriate. If there is a dispute about the extent of the additional use, the records of the Rental Equipment’s electronic engine management are decisive. Use of less than eight operating hours per day or less than five days per week does not result in any refund to the Client.

6.3 If Royal Eijkelkamp’s costs increase as a result of legislative or regulatory amendments only, Royal Eijkelkamp may unilaterally increase the rent in the interim. The increase takes effect as soon as Royal Eijkelkamp has notified the Client or at the time stated in Royal Eijkelkamp’s notification if that is later.

6.4 The costs of fuel, lubricants, and wear parts (including cutting edges) are not included in the rent and are always at the Client’s expense. Costs of tyres and repairs to tyres are not included in the rent, except insofar as they result from wear and tear caused by normal use of the Rental Equipment within the limits of Article 6.2 and Article 8.

6.5 If doubt exists on the part of Royal Eijkelkamp with regard to Client’s solvency, Royal Eijkelkamp shall have the right to suspend compliance with its obligations - where a start has already been made with the implementation of these obligations - until the Client has provided security for compliance with all his obligations arising under the agreement concerned or other agreements, whether (partly) completed or otherwise, to the satisfaction of Royal Eijkelkamp. If the Client fails to do so, Royal Eijkelkamp may terminate the Rental Agreement with immediate effect by giving notice, without being liable to pay compensation to the Client and without prejudice to Royal Eijkelkamp’s other rights.

6.6 Royal Eijkelkamp is entitled to request the payment of a deposit equal to a maximum of two months’ rent. If payment of a deposit by the Client has been agreed, Royal Eijkelkamp may suspend performing its obligations under the Rental Agreement until the deposit has been paid in full. The deposit will be repaid to the Client after the end of the Rental Agreement, with no payment of interest and after deducting all that the Client owes Royal Eijkelkamp for whatever reason.

6.7 Unless expressly agreed otherwise in writing, the rent is due in advance.

7. Delivery, transfer of risk and condition on delivery

7.1 The Rental Equipment will be delivered at the time and place specified in the Rental Agreement.

7.2 Unless expressly agreed otherwise in writing in the Rental Agreement, the delivery times are indicative only. Time is not of the essence. If Royal Eijkelkamp exceeds the delivery period, the Client may set Royal Eijkelkamp a further delivery date in writing, that is reasonable given the circumstances. This delivery date must be at least three working days after Royal Eijkelkamp’s receipt of the written notification. The Client may terminate this Rental Agreement only if this further delivery date is not met, but Royal Eijkelkamp will not be liable to pay any compensation or reimbursement to the Client.

7.3 The Client must take delivery of the Rental Equipment from Royal Eijkelkamp at the time and place specified in the Rental Agreement. If the Client fails to do so, the Client will be in default, unless the failure to take delivery is solely attributable to Royal Eijkelkamp. If the Client does not take delivery at the agreed upon delivery date, Royal Eijkelkamp may notify the Client of a further



delivery date in writing that is reasonable given the circumstances. This delivery date must be at least three working days after Royal Eijkelkamp's written notification. Notwithstanding its right for compensation of all damage and costs in connection with the first failure to take delivery, Royal Eijkelkamp may terminate the Rental Agreement if the Client also fails to take delivery of the Rental Equipment on the second occasion notified by Royal Eijkelkamp.

7.4 The risk in respect of the Rental Equipment passes to the Client on delivery as soon as the Rental Equipment is made available for transport by the Client or by a transport firm contracted by the Client. If the Rental Agreement states that Royal Eijkelkamp will arrange transport of the Rental Agreement to the place of delivery, either by itself or by use of a transport company contracted by Royal Eijkelkamp, the Rental Equipment will be deemed to have been placed at the Client's disposal as soon as it is available for inspection at the place of delivery.

7.5 The Client must inspect the Rental Equipment for its state of repair, defects and damage upon delivery. Except as otherwise stated in the delivery certificate to be drawn up and signed on delivery between Royal Eijkelkamp (or its designated representative) and by or on behalf of the Client, and unless and insofar as the Client proves otherwise, the Rental Equipment is deemed to have been delivered in accordance with the agreement in a well-maintained condition, without defects and free of damage.

7.6 Royal Eijkelkamp may always permanently or temporarily replace (parts of) the Rental Equipment with equipment that is, in Royal Eijkelkamp's sole discretion, of equal or better specifications.

8. Use

8.1 The use of the Rental Equipment is at the Client's sole expense and risk.

8.2 The Client may use the Rental Equipment only in a proper manner, in accordance with its designated use, and subject to the provisions of the Rental Agreement and these General Rental Conditions.

8.3 The Client warrants Royal Eijkelkamp that:

- 1) it will have all permits and approvals required for using the Rental Equipment in time before delivery;
- 2) the Rental Equipment will be used only so as to act in accordance with the applicable laws and regulations and any granted permits or approvals

- (for example, with regard to mechanical excavation work, including, where applicable, the obligation to submit a report to the local authorities (e.g. in The Netherlands to the KLIC cable and pipeline information centre) in time with due observance of the local authorities' processing time, and with regard to working conditions, including installing and replacing filters for any pressure relief system;
- 3) any person operating the Rental Equipment is familiar and will comply with the user instructions and manual(s) of the Rental Equipment (to be requested from Royal Eijkelkamp if needed);
 - 4) any person operating the Rental Equipment has the required professional competence and skills, diplomas, certificates and driving licences;
 - 5) it will take all reasonable measures to prevent damage to and loss (including theft) of the Rental Equipment;
 - 6) it will take all reasonable measures to prevent the Rental Equipment from being contaminated with substances hazardous to the environment or public health (such as asbestos); and
 - 7) it will continuously inspect the Rental Equipment for proper functioning and, unless agreed otherwise, punctually perform the daily maintenance required to maintain proper functioning, all in accordance with Royal Eijkelkamp's or the manufacturer's specifications.

8.4 Without Royal Eijkelkamp's express and prior written approval, the Client is not permitted to: a) alienate or modify all or part of the Rental Equipment, hire out or otherwise allow use or joint use by a third party pledge it, or otherwise encumber it; b) transport or use the Rental Equipment outside the Netherlands; or c) use the Rental Equipment for pile-driving or demolition work. Parties agree the Rental Equipment is not capable of being pledged or encumbered, this being an inseparable quality of the Rental Equipment (in Dutch: "heeft goederenrechtelijke werking") and is not a mere contractual agreement between the Parties.

8.5 The Client is liable to Royal Eijkelkamp for, and indemnifies Royal Eijkelkamp against, all third-party claims for all damage and penalties resulting from or relating to the failure to comply with this Article 8.

9. Maintenance, defects, damage, loss and destruction

9.1 The daily maintenance of the Rental Equipment is at the Client's expense and risk. If and insofar as the Client lacks the required expertise to perform the daily maintenance, it must hire Royal



Eijkelkamp for that purpose, in which case Royal Eijkelkamp may apply its then current rates and conditions. Royal Eijkelkamp may always perform or arrange a third party to perform the daily maintenance at the Client's expense if Royal Eijkelkamp's reasonably believes that the Client's performance of that maintenance is lacking. The foregoing is without prejudice to Royal Eijkelkamp's other rights in that case.

9.2 Daily maintenance as referred to in Article 9.1 includes, but is not limited to: 1) the daily maintenance as prescribed by the Rental Equipment's manufacturer, such as oil changes and regular lubrication; 2) regular cleaning of the Rental Equipment; 3) replacing consumables such as the clamp inserts.

9.3 Royal Eijkelkamp determines how and how often the non-daily maintenance is performed. The Client must give Royal Eijkelkamp the opportunity to perform this non-daily maintenance as stipulated in Article 9.9.

9.4 Notwithstanding the provisions of Article 7.5, if the Client discovers defects or damage to the Rental Equipment during the rental period, it must report these defects or damage to Royal Eijkelkamp in writing as soon as possible, but within no more than three days after discovery. Defects and damage that the Client discovers or reasonably could have discovered and that has not been reported in writing in time cannot constitute grounds for reducing the rent, for the Client to terminate the Rental Agreement, or for Royal Eijkelkamp to pay compensation to the Client.

9.5 As soon as the Client discovers a defect or damage to the Rental Equipment, it must cease the use of the Rental Equipment and discontinue such use until after consulting with Royal Eijkelkamp. If the Client fails to consult or fails to consult with Royal Eijkelkamp in good time, damage resulting from continued use will be at the Client's risk and expense.

9.6 After the Client has reported the defect or damage and repairs are needed for the agreed use or maintenance of the Rental Equipment, Royal Eijkelkamp must remedy the defect or damage within a reasonable period, having regard to the nature of the defect or damage, the reasonably required mobilisation and travel time and its available manpower and materials. Royal Eijkelkamp need not remedy defects, and remedying such defects will always be at the

Client's expense, if they result from or relate to: a) acts or omissions of third parties for which Royal Eijkelkamp is not responsible; b) damage to the Rental Equipment for which the Client is liable; c) daily maintenance as referred to in Article 9.1 has not been performed, not performed correctly, or not performed in time; d) use of the Rental Equipment contrary to the Rental Agreement or these General Rental Conditions; or e) changes or additions that the Client has made to the Rental Equipment.

9.7 If the Client is unable to use the Rental Equipment at all for more than two working days because of a defect or damage to the Rental Equipment, it will be entitled to a reduction of the rent as from the third working day, plus the reasonably required mobilisation and travel time, for the working days on which it is unable to use the Rental Equipment or a replacement rental item. The right to a rent reduction exists only in relation to defects and damage that Royal Eijkelkamp is obliged to remedy and that are not fully or partially attributable to the Client.

9.8 The Client is liable to Royal Eijkelkamp for, and indemnifies Royal Eijkelkamp against, all third-party claims relating to damage to or caused by the Rental Equipment, including damage because of theft, decay, or loss that occurs during the period in which the Rental Equipment is at the Client's risk under Articles 7.4 and 10.3. All damage to the Rental Equipment will be deemed to have occurred during this period, except if and insofar as: a) the damage in question is mentioned in the delivery certificate referred to in Article 7.5; b) the Client proves that the damage was already present when risk passed to the Client and that the Client could not reasonably have discovered it by means of the inspection referred to in Article 7.5; or c) the Client proves that the damage was not yet present when risk passed to Royal Eijkelkamp.

9.9 Immediately on Royal Eijkelkamp's request, the Client must always make the Rental Equipment available to Royal Eijkelkamp cleaned and without interruption for inspection and for performing work, or having a third party perform work, on the Rental Equipment and, if Royal Eijkelkamp so requires, provide a suitable space for that purpose which meets the applicable safety and use requirements. As far as reasonably possible, Royal Eijkelkamp must consult with the Client in advance on planning the work, taking into account both the Client's and Royal Eijkelkamp's reasonable interests.



9.10 Unless and to the extent Royal Eijkelkamp gives its prior written consent, the Client must not perform or have a third party perform non-daily maintenance or repairs to the Rental Equipment, except if and insofar as this maintenance or repairs concern a defect that Royal Eijkelkamp is obliged to remedy but fails to remedy with due observance of the provisions of Article 9.6 and, in that case, only after Royal Eijkelkamp has been given an additional reasonable period of at least three working days for this purpose. Non-daily maintenance and repairs performed contrary to the provisions of this Article 9.10 are always at the Client's risk and expense.

9.11 The Client must notify Royal Eijkelkamp as soon as possible, but within no more than twenty-four hours, if it is no longer fully or partially in control of the Rental Equipment because of a.o. theft or loss, or if the Rental Equipment has been fully or partially destroyed. The Client must then follow Royal Eijkelkamp's instructions.

10. Return, transfer of risk and condition on return

10.1 The Client must return the Rental Equipment to Royal Eijkelkamp at the time and place specified in the Rental Agreement, or as soon as the Rental Agreement ends, if that is earlier: 1) with all accessories, such as keys and manuals; 2) fully cleaned; 3) fully refuelled with the prescribed fuel; and 4) except for normal wear and tear of the Rental Equipment when used as a good user in accordance with the Rental Agreement and these General Rental Conditions, in the same condition as and when Royal Eijkelkamp delivered to the Client, such to be determined in accordance with Article 7.5. The application of the second sentence of Book 7, Article 224(2) of the Dutch Civil Code is excluded.

10.2 The date for returning the Rental Equipment is a strict deadline for the Client. The Client will be in default merely by exceeding this deadline with no notice of default being required and the Client will forfeit an immediately due and payable penalty to Royal Eijkelkamp equal to three times the agreed daily rent (excluding VAT) for each started day that it fails to return the Rental Equipment to Royal Eijkelkamp, notwithstanding Royal Eijkelkamp's right to return, compensation, and termination in that case. Royal Eijkelkamp may then also repossess or have a third party repossess the Rental Equipment at the Client's expense. The Client hereby authorises Royal Eijkelkamp to enter any place where the Rental Equipment is located in such a case.

10.3 The Rental Equipment remains at the Client's risk until Royal Eijkelkamp has actually taken possession of the Rental Equipment again. Any loading, transport and unloading of the Rental Equipment performed by or on the Client's instructions will always be at the Client's risk.

10.4 Royal Eijkelkamp will inspect the Rental Equipment for damage within one working day of the arrival of the Rental Equipment at its premises. Taking the Rental Equipment for transport to Royal Eijkelkamp's premises does not constitute an inspection. The Client may be present at this inspection. If the Client wishes to exercise this right, it must notify Royal Eijkelkamp in writing well in advance of the return, after which Royal Eijkelkamp will invite the Client to the inspection. Royal Eijkelkamp will report on the inspection to the Client. The report provides evidence against the Client of any damage found during the inspection, unless the Client proves that this damage was not yet present when risk passed to Royal Eijkelkamp as referred to in Article 10.3. If damage exceeding or presumably exceeding €5,000.00 is found during the inspection, Royal Eijkelkamp will give the Client the opportunity to have an independent expert perform a counter inspection, at the Client's expense, within a reasonable period to be determined by Royal Eijkelkamp.

10.5 Notwithstanding Royal Eijkelkamp's other rights in that case, the Client must compensate Royal Eijkelkamp for all costs and damage arising from or relating to the failure to return the Rental Equipment in accordance with the provisions of Article 10.1, even if this is established only after the inspection and reporting referred to in Article 10.4.

10.6 The costs and damage for which the Client must compensate Royal Eijkelkamp under Article 10.5 always include the costs relating to cleaning the Rental Equipment, removing filters from the pressure relief system and refuelling the Rental Equipment.

10.7 Unless Royal Eijkelkamp decides otherwise, the Client must reverse or remove all alterations and additions made to the Rental Equipment with or without Royal Eijkelkamp's consent before returning it. If the Client fails to do so, Royal Eijkelkamp may reverse or remove them at the Client's expense, without prejudice to Royal Eijkelkamp's other rights in that case. The Client will be deemed to have relinquished all alterations and additions not reversed or removed before the Rental Equipment is returned, without Royal



Eijkelkamp being liable to pay the Client any compensation.

11. Third-party claims

11.1 The Client must inform Royal Eijkelkamp as soon as possible, but always within twenty-four hours, of any attachment or imminent attachment of the Rental Equipment and of third-party claims made in respect of the Rental Equipment. In such cases, the Client must act in accordance with Royal Eijkelkamp's instructions and inform the relevant third party of the existence of the Rental Agreement and, more specifically, article 8.4 of these General Rental Conditions.

12. Payment and collection

12.1 The Client must pay Royal Eijkelkamp's invoices no later than thirty days after the invoice date or within the payment period specified in the Rental Agreement or invoice, whichever is earlier. Different payment terms require a written agreement between the Parties.

12.2 Royal Eijkelkamp is entitled to apply payments made by the Client first to settle costs and interest that the Client owes Royal Eijkelkamp and only after that to settle due invoice amounts in order of age (the oldest first), even if the General Rental Conditions indicate a different order or if the payment relates to a different amount owed to Royal Eijkelkamp.

12.3 If the Client fails to pay Royal Eijkelkamp's invoice within the payment period referred to in article 12.1 above, the Client will be in default from the end of that period by operation of law and with no notice of default being required and will owe Royal Eijkelkamp interest on the outstanding amount from that moment at the statutory commercial interest rate plus 2%-points.

12.4 If the Client fails to perform one or more of its obligations towards Royal Eijkelkamp or fails to do so on time, the Client will reimburse Royal Eijkelkamp for all extrajudicial and judicial costs that Royal Eijkelkamp incurs, including collection costs, subject to a minimum of the amounts calculated in accordance with the Dutch Extrajudicial Collection Costs (Fees) Decree [Besluit vergoeding voor buitengerechtelijke incassokosten] or the court-approved scale of costs for district courts and courts of appeal.

12.5 The Client must notify Royal Eijkelkamp in writing of any complaints about an invoice within eight days of the invoice date. If the Client fails to

do so, or fails to do so on time, the Client will be deemed to have agreed to the invoice in question. Complaints about an invoice do not entitle the Client to suspend payment of the invoice.

12.6 In addition to the right of suspension and termination set out in Article 6, if Royal Eijkelkamp has reason to doubt that the Client will pay on time, Royal Eijkelkamp is always entitled to suspend the fulfilment of its obligations towards the Client until the Client has provided sufficient security – in Royal Eijkelkamp's opinion – for the fulfilment of all its payment obligations towards Royal Eijkelkamp.

13. Ownership, transfer, pledge and third-party clause

13.1 The Client declares that it is aware and – insofar as necessary – agrees that a third party may own or come to own the Rental Equipment, or that the Rental Equipment may be pledged or become pledged to a third party as security for the payment of all that this third party has or may have to claim from Royal Eijkelkamp.

13.2 Notwithstanding the existence of the Rental Agreement, the Client must surrender the Rental Equipment to the third party on demand, without the Client being able to invoke any right of retention, if and as soon as the third party demands the surrender of the Rental Equipment on the grounds of Royal Eijkelkamp's failure to fulfil its obligations towards this third party. As a result of this demand, this Rental Agreement will be terminated by operation of law with immediate effect. The surrender, as referred to here, must be made at the third party's office address or to another location specified by that third party.

13.3 If the situation under Article 13.2 arises and the third party wishes to allow the Client to continue using the Rental Equipment, the Client must enter into a Rental Agreement with the third party, immediately on the third party's request, for the remaining term of the Rental Agreement terminated by the demand and under the same conditions.

13.4 The Parties fully exclude the applicability of Book 7, Articles 226 and 227 of the Dutch Civil Code.

13.5 The foregoing provisions of Articles 13.1 to 13.4 constitute a third-party clause that the third party can invoke directly and that cannot be revoked by either the Client or Royal Eijkelkamp.



14. End of the rental agreement, extension, suspension and termination

14.1 The Rental Agreement ends by operation of law after expiry of the period referred to in Article 6.1. The Client may invoke an agreed extension of the Rental Agreement against Royal Eijkelkamp only if Royal Eijkelkamp has confirmed this extension to the Client in writing. Unless Royal Eijkelkamp confirms otherwise, an extension will be for an indefinite period and under the existing conditions. Either the Client or Royal Eijkelkamp may terminate the Rental Agreement in writing at any time after its extension with due observance of a notice period of one working day and without such termination making the terminating party liable to pay compensation.

14.2 The Client may terminate the Rental Agreement in writing early within the period referred to in Article 6.1 with immediate effect. If the Client terminates early, it must still pay Royal Eijkelkamp the full rent for the period referred to in Article 6.1 by way of compensation.

14.3 Notwithstanding its other claims against the Client under the Rental Agreement and by law, Royal Eijkelkamp may, without prior notice of default, suspend the performance of all or part of its obligations towards the Client, terminate all or part of the Rental Agreement, and the Client's obligations towards Royal Eijkelkamp will be immediately due and payable, if one or more of the circumstances referred to below occur: a) the Client fails to meet its obligations towards Royal Eijkelkamp at all, properly or in good time; b) Royal Eijkelkamp has a well-founded fear that the situation described under a) will arise; c) the Client is declared bankrupt, is granted a provisional or final suspension of payments, is allowed to participate in a debt management scheme, or a request for this scheme is filed; d) the Client's company is dissolved or ceases its business or other operations; e) the control over the Client changes; f) all or part of the Client's assets are attached; g) the Client does not provide the requested security at all or on time in accordance with Article 9.6 of these General Rental Conditions; or h) circumstances of such a nature arise that Royal Eijkelkamp's fulfilment of its obligations becomes impossible or so onerous or disproportionately expensive that fulfilment can no longer reasonably be required of Royal Eijkelkamp.

14.4 If suspension or termination as referred to above occurs, Royal Eijkelkamp will not be liable to pay any compensation to the Client.

14.5 Unless Royal Eijkelkamp gives its prior written consent, the Client may not suspend or set off its obligations towards Royal Eijkelkamp.

14.6 The Client may terminate the Rental Agreement only for the future and then only if: 1) Royal Eijkelkamp has failed to remedy a defect or the damage referred to in Article 9.6 within the reasonable period referred to in Article 9.6 and a subsequent further reasonable period stipulated in a written demand; 2) further use of the Rental Equipment cannot be required of the Client because of the nature of the defect or the damage; and 3) Royal Eijkelkamp has not replaced the Rental Equipment with equivalent rental equipment. Termination under this Article 14.6 does not give the Client a claim for compensation.

15. Force majeure

15.1 If force majeure occurs, Royal Eijkelkamp may suspend the performance of its obligations towards the Client. If the force majeure situation lasts longer than one month, or as soon as it becomes apparent that this will be the case, Royal Eijkelkamp may terminate the agreement in respect of the obligations not yet fulfilled, without being under any obligation to pay compensation to the Client.

15.2 Under these General Rental Conditions, force majeure as far as Royal Eijkelkamp is concerned always means any circumstance beyond Royal Eijkelkamp's reasonable control or direct sphere of influence, even if it occurs after Royal Eijkelkamp should have fulfilled its obligation, which prevents Royal Eijkelkamp from fulfilling its obligations under the agreement, such as staffing and capacity problems, stagnation and strikes at or outside its company, failure by Royal Eijkelkamp's suppliers or subcontractors to fulfil obligations or to fulfil them on time, transport problems, government intervention, and legislative and regulatory amendments.

15.3 Force majeure on the part of the Client shall never be a valid ground for non-payment of any amount due to Royal Eijkelkamp.

16. Liability and indemnity

16.1 Royal Eijkelkamp's liability towards the Client for damage will always be limited as provided for in this Article 16 and otherwise in these General Rental Conditions. This applies regardless of the facts and legal or other grounds on which the liability is or can be based.



16.2 Royal Eijkelkamp is liable only for damage that is the direct and exclusive consequence of a failure attributable to Royal Eijkelkamp. Royal Eijkelkamp's liability is always capped at the invoice amount (excluding VAT) that the Client has actually paid to Royal Eijkelkamp for the goods, services, or work provided to the Client to which the liability relates during a period of six months preceding the Client's claim for compensation. If Royal Eijkelkamp's insurance covers the damage, Royal Eijkelkamp's liability will always be capped at the amount that its insurer actually pays for the case in question, plus the applicable excess.

16.3 Royal Eijkelkamp is not liable towards Client or third parties for: a) indirect loss, which at least includes consequential damage, loss of profit, loss of turnover, loss of savings, loss due to business interruption, and third-party claims; b) damage that becomes apparent more than twelve months after the event causing the damage; c) damage caused by the ending of the Rental Agreement due to termination as referred to in Book 7, Article 210(1) of the Dutch Civil Code; or d) damage arising because Royal Eijkelkamp based its actions on incorrect information provided by the Client.

16.4 The right to claim compensation lapses if the Client has not brought its action at law against Royal Eijkelkamp within six months after becoming aware of the damage. Royal Eijkelkamp's liability lapses in all cases after three years after a situation giving rise to a possible claim has occurred.

16.5 The Client indemnifies Royal Eijkelkamp against all third-party claims relating to the conclusion and performance of the Rental Agreement with the Client, including claims relating to the Rental Equipment. The Client must compensate Royal Eijkelkamp for the damage and costs that Royal Eijkelkamp suffers and incurs because of such claims, including the costs of defence.

16.6 The natural persons and legal entities that Royal Eijkelkamp engages or involves in performing the agreement may also invoke the limitation of liability included in this article against the Client. This right is also stipulated on behalf of those natural persons and legal entities.

16.7 Royal Eijkelkamp will not invoke limitations of liability for damage included in the Rental Agreement and these General Rental Conditions if and insofar as the damage results from the intent ("opzet") or wilful recklessness ("grove

nalatigheid") of Royal Eijkelkamp or its management.

17. Insurance

17.1 The Client must insure the Rental Equipment at its own expense through Royal Eijkelkamp. On request, Royal Eijkelkamp will give the Client access to the conditions of the insurance policies that it has taken out for the Rental Equipment. The Client must act in accordance with these conditions.

17.2 The Client is solely responsible for: 1) examining the insurance conditions referred to in Article 17.1 and the extent of the cover provided under the insurance policy or policies; 2) assessing whether the insurance policy or policies are adequate for the Client's use of the Rental Equipment; 3) taking out additional insurance, if necessary or advisable, at its own expense and risk; and 4) complying with the laws and regulations relating to excavation or ground work, including pinpointing the location of cables, pipes or wiring, both on public and private sites, and reporting the work, where applicable, to the relevant authorities (e.g. in The Netherlands to the KLIC cable and pipeline information centre) in time with due observance of the local authorities' processing time

17.3 The Client is liable and indemnifies Royal Eijkelkamp against all third-party claims – including from the insurer(s) – for all costs, damage, and penalties that: 1) result from or relate to the failure by a person other than Royal Eijkelkamp to comply with the insurance conditions referred to in this Article 17; 2) are not reimbursed by the insurer in that case, for example because of the excess or policy exclusions, up to this non-reimbursed amount; and 3) are reimbursed by the insurer in that case, but for which the insurer has recourse to Royal Eijkelkamp, up to the amount for which recourse is taken.

17.4 The provisions of this article do not affect the other provisions of these General Rental Conditions.

18. privacy

18.1 The Client agrees – and warrants to Royal Eijkelkamp that the natural persons concerned have consented – that Royal Eijkelkamp has the right to include personal data in its database and process personal data that the Client (or its representatives) provides to Royal Eijkelkamp for the purpose of the commercial relationship.



18.2 The personal data provided will be processed in accordance with the General Data Protection Regulation (GDPR). Royal Eijkelkamp acts here as the controller responsible for the processing; it will process the data for performing the agreement with the Client and may process it to inform the Client of promotional campaigns.

18.3 On written request, the natural person whose data is being processed has the right of access and the right of rectification of the data. All natural persons may also object to the processing of their personal data for direct marketing purposes by lodging a written objection with Royal Eijkelkamp.

18.4 The Client agrees – and warrants to Royal Eijkelkamp that the relevant natural persons have consented – that Royal Eijkelkamp has equipped the Rental Equipment with a track-and-trace system and expressly consents to the collection of data in the form of location, status and operation of the Rental Equipment.

19. Final provisions, applicable law and competent court

19.1 If several parties act at any time as Clients of the Rental Equipment, such parties are and will remain jointly and severally liable to Royal Eijkelkamp for fulfilling the obligations under the Rental Agreement and these General Rental Conditions.

19.2 Unless Royal Eijkelkamp gives its prior written approval, to which it may attach conditions, the Client cannot assign its rights or obligations under the Rental Agreement and these General Rental Conditions to a third party.

19.3 Only Dutch law applies to all agreements and other legal relationships to which Royal Eijkelkamp is a party.

19.4 The competent court of the Gelderland District Court, hearing location Arnhem, is exclusively authorised to hear disputes relating to the Rental Agreement(s) concluded between the parties, unless mandatory law dictates otherwise. Royal Eijkelkamp may also always bring the dispute before another court that is competent by law.
