

GENERAL TERMS & CONDITIONS

Art. 1 Scope

- 1.1 Save where explicitly provided otherwise, the legal relationship between Aerial Lift Equipment Sdn. Bhd. (hereinafter to be referred to as “the Supplier”) and the Client-Purchaser or the Client-Renter (hereinafter to be referred to jointly as “the Client”) shall be governed exclusively by the present General Conditions, the applicable Special Terms & Conditions and, where applicable and insofar as they are drawn up, the Quotation and/or the maintenance contract. The legal relationship between the Supplier and the Client shall thus always be governed by:
 - 1.1.1 the present General Conditions;
 - 1.1.2 the Special Terms & Conditions – Sale of Equipment; and/or the Special Terms & Conditions – Rental of Equipment; and where applicable and insofar as they are drawn up;
 - 1.1.3 the Rental agreement, the Quotation and/or the maintenance contract (where applicable).
- 1.2 The General Conditions and the applicable Special Terms & Conditions shall be valid from the time of the written confirmation by the Supplier of the order placed by the Client or the actual delivery by the Supplier (whichever is earlier), and shall furthermore be referred to in the present General Conditions, in the Special Terms & Conditions, and, where applicable and insofar as they are drawn up, the Rental agreement, the Quotation and/or the maintenance contract, as the “Sale Agreement”, or the “Rental Agreement”, or the “Maintenance Agreement”, hereinafter to be referred to jointly as the “Agreement”.
- 1.3 In the event of a contradiction between the General Conditions, the Special Terms & Conditions and, where applicable and insofar as these are drawn up, the Rental agreement, the Quotation and/or the maintenance contract, provisions in the maintenance contract shall prevail over contradictory provisions in the Quotation, provisions in the Rental agreement shall prevail over contradictory provisions in the Quotation, provisions in the Quotation shall prevail over contradictory provisions in the Special Terms & Conditions, and provisions in the Special Terms & Conditions shall prevail over contradictory provisions in the General Conditions.
- 1.4 Omission or delay by the Supplier in the enforcement of a provision in the Agreement (including partial) may not be regarded as waiver or a relinquishment of any of its rights whatsoever on the basis of the Agreement, now or in the future.
- 1.5 The Supplier reserves the right at all times, at its absolute and sole discretion, to change the provisions in the Agreement:
 - 1.5.1 the Client-Purchaser shall be notified in writing of any such change. In the absence of any reaction from the Client-Purchaser within fifteen (15) calendar days after the written notification, the Client-Purchaser shall be deemed to have fully, unconditionally and irrevocably accepted the changes.

- 1.5.2 the Client-Renter shall be notified in writing of any such change. The Client-Renter shall sign and return the amended Rental Agreement by fax or email no later than 24 hours after receipt thereof. Where the Client-Renter fails to return a signed amended Rental Agreement within the above deadline, it shall be deemed, by the simple fact of continuing to use the Rented Equipment, to have accepted the amended Rental Agreement.
- 1.6 The Client may not depart unilaterally or tacitly from the Agreement in any way whatsoever (including by conduct). The Agreement excludes any further application of the Client's general or special terms & conditions. The Client hereby acknowledges and recognises that its own general or special terms & conditions are not applicable to the Agreement.
- 1.7 The Agreement annuls and replaces all written or oral agreements, contracts, proposals and obligations which relate to the same subject, as described in the Agreement, and which might precede the date of the Agreement.

Art. 2 Quotations and orders

- 2.1 Quotations are free and are applicable as a whole and are indivisible. Prices offered are guaranteed for thirty (30) calendar days. Quotations relate only to a proposal by the Supplier and do not bind the Supplier, even after acceptance by the Client. Only the written acceptance of the order by the Supplier shall cause the Agreement to come into existence.
- 2.2 The Supplier assumes that the information, drawings and other data provided by the Client (hereinafter referred to as "Information") are correct and may thus use them as the basis for its Quotation. The Supplier is not required to verify any Information from the Client. If the Client places an order by itself citing references from the Supplier, the Supplier will assume that these tally with the Goods actually required.
- 2.3 Images, dimensions, capacities, weights, description of appliances and options and other indications of machines and parts, price lists, offers included in the Supplier's catalogue or on the Supplier's website or demonstration models are indeed compiled as carefully as possible, but are only approximate and for information and illustration purposes, and are given only by way of information supplied free of obligation.
- 2.4 The sale of machines, accessories and/or parts may occur against purchase of a used machine from the Client-Purchaser. The Supplier will in principle make a takeover offer exclusively in respect of what the Supplier deems to be properly working machines, accessories and/or parts. If the Supplier agrees to the purchase of machines, accessories and/or parts which show defects, then the Client-Purchaser must report the defects in writing as comprehensively and in as much detail as possible. If it emerges that the machines, accessories and/or parts to be purchased show more defects than indicated in the written report by the Client-Purchaser, then the Supplier will automatically deduct the repair costs from the agreed purchase price. Work assignments originating from the Supplier shall in such cases shall be final, conclusive and serve as evidence of repair work carried out by the Supplier and to be paid for by the Client-Purchaser. Any machines, accessories and/or parts to be purchased shall become the property of the Supplier only after it has accepted the actual delivery thereof. Acceptance occurs seven (7) working days after the signature of the bill of lading for receipt by the Supplier. Until that time, the machines, accessories and/or

parts to be purchased shall in all cases remain the property of the Client-Purchaser and all risks and costs continue to be borne by the latter.

Art. 3 Subject

- 3.1 The subject of the present Agreement is explicitly described and includes the explicitly described machines, devices, accessories, apparatus, auxiliary attachments, parts, maintenance and/or repair services and installation. Depending on the specific context, the subject is hereinafter referred to as the "Equipment Sold"; or "Product"; or the "Equipment Rented"; or the "Maintenance", all to be referred to jointly as "Goods".
- 3.2 The Client is fully liable for the choice of the Goods. The Goods are standard goods which are not created specifically for the Client's needs and intended purpose and use, or goods which the Supplier has adapted at the Client's request to specifications described by the Client. The Supplier has no liability whatsoever if it should emerge that the Goods fail to meet the Client's specific needs and intended purpose and use, where the Goods meet the specifications described by the Client.
- 3.3 The Client recognises and acknowledges that the Supplier or one of its associated companies remains the exclusive owner of all intellectual property rights relating to the Goods and the name and the logo under which they are provided by the Supplier, and undertakes not to make any claim thereto.

Art. 4 Purchase Price and Rental Price

- 4.1 The price for the Goods is fixed in the Agreement (to be referred to hereinafter as the "Purchase Price" (if it is the price of the Equipment Sold, Products or Maintenance) or the "Rental Price"). The Purchase Price or the Rental Price excludes GST, taxes and levies, import and export duties, and neither does it include the cost of insurance, delivery or collection of the Goods and the costs of use (such as fuel) and any assembly, installation and start-up or commissioning (hereinafter to be referred to as the "Costs"), unless otherwise agreed in writing between the parties. The Costs are payable by the Client and shall be billed separately, and exclude GST, taxes and levies.

Art.5 Payment

- 5.1 Save where otherwise agreed in writing, all invoices from the Supplier are payable on the due date fixed in the Special Terms & Conditions via transfer to the account number cited on the invoice, quoting the reference indicated.
- 5.2 The Client is not entitled to suspend and/or defer payment of the Purchase Price or the Rental Price, nor to make an offset vis-à-vis the Supplier, even in the case of any complaint whatsoever that may relate to the performance of the Agreement (including partial performance) and may be filed for any reason whatsoever, including a legal procedure. The Client is accordingly never released from its obligation to pay the Purchase Price, or the Rental Price, within the deadline agreed.
- 5.3 The Purchase Price, or the Rental Price, and the Costs are effectively paid only as from the point in time when they have actually been received by the Supplier.

- 5.4 If the Supplier consents in writing to payment by cheque or bill of exchange, then the drawing of the bill of exchange or cheque shall count as payment only on the day that the Supplier has unconditionally received the bill of exchange or cheque amount. In addition, the drawing and/or acceptance of bills of exchange or other negotiable instruments does not include any novation and does not depart from the General and Special Terms & Conditions.
- 5.5 In the event of complete or partial non-payment of the debt on the due date, as set out in the Agreement, interest will be payable automatically and without prior notice at 15% on the entire amount left unpaid, from the calendar day following the due date until complete settlement. In addition, the Client shall in such cases be immediately, automatically and without prior notice liable to pay flat-rate compensation of 15% on the unpaid balance, with a minimum of 250 MYR, by way of liquidated damages even where respite deadlines are granted, without prejudice to the Supplier's right to demand higher compensation. The Client hereby unconditionally and irrevocably acknowledge that the sums stipulated herein to be payable would constitute reasonable compensation to the Supplier and genuine pre-estimate of the monetary value of the loss and damage likely to be suffered by the Supplier as a result of such delay in payment. Each party hereto hereby waives any objection it may now or hereafter have that those sums would be otherwise than fair and reasonable compensation.
- 5.6 The complete or partial non-payment on the due date of a single invoice shall automatically render the balance owing on all other invoices, even those not overdue, immediately payable without prior notice.
- 5.7 In the event that the Supplier becomes aware of any circumstance that might substantially influence the Client's financial situation, or where a Client fails to accept a bill of exchange in a timely manner, all outstanding amounts, even those that the Client owes to companies associated with the Supplier, shall become immediately due, with no need for notice to be served.
- 5.8 If the Client requests, on ordering, that the order be invoiced to a third party, the Client shall, despite the third-party invoicing, remain jointly and severally liable to comply with its obligations under the Agreement.

Art. 6 Right of retention

- 6.1 In the event of default, the Supplier shall have a right of retention over all objects and documents handed over to it by the Client until the complete payment of the Purchase Price or the Rental Price, the Costs, and all possible interest and additional recovery costs.

Art. 7 Delivery

- 7.1 Delivery deadlines are given in good faith, but only as an estimate and approximation, and accordingly are not binding, unless otherwise agreed in writing between the parties.
- 7.2 Delay in the delivery can never give rise to a penalty for delay/lateness, compensation, exemption from or termination of the Agreement to the detriment of the Supplier, or to refusal by the Client to receive the Goods delivered.

- 7.3 Any explicitly agreed delivery deadline shall commence only after the Supplier is in possession of all information and documents that are required for the performance of the delivery.
- 7.4 However, if the Supplier has explicitly made a written commitment to compensation in the event of delayed delivery in the Agreement, such compensation shall be payable only if the Client has claimed against the Supplier for exceeding the delivery deadline by registered letter within the binding period of five (5) calendar days from the expiry of the delivery deadline, appending proof of the damage suffered. However, the Supplier may not be required to pay compensation if the delayed delivery is the consequence of Force Majeure, or if it is attributable to the Client. In the latter case, the Client must compensate the damage suffered and the costs. In any case, any compensation for delayed delivery shall always be limited to 0.5% of the Purchase Price or the Rental Price, per complete week of delayed delivery following the 21st working day of the delivery date, up to a maximum amount of 5% of the Purchase Price or the Rental Price.
- 7.5 Where a partial delivery has already been made and the Client refuses to accept further deliveries or where the Client renders further deliveries impossible, the invoicing of the goods already delivered shall become due immediately and the Client shall additionally be liable to pay compensation to the Supplier, which is set at a flat rate of a minimum of 35% of the Purchase Price or the Rental Price, of the unperformed part of the Agreement, without prejudice to the Supplier's right to demand higher compensation. The Client hereby unconditionally and irrevocably acknowledge that the sums stipulated herein to be payable would constitute reasonable compensation to the Supplier and genuine pre-estimate of the monetary value of the loss and damage likely to be suffered by the Supplier as a result of such delay in payment. Each party hereto hereby waives any objection it may now or hereafter have that those sums would be otherwise than fair and reasonable compensation.

Art. 8 Force Majeure

- 8.1 In the event of Force Majeure on the part of the Supplier, delivery will be suspended for as long as the state of Force Majeure renders the Supplier unable to perform the Agreement, without prejudice to the Supplier's entitlement to terminate the Agreement without legal intervention.
- 8.2 Force Majeure shall entitle the Client neither to termination, nor to compensation, nor to breach the Agreement.
- 8.3 Force Majeure shall include, but not be limited to, the following: government order, mobilisation, outbreak or threat of war or war, riot, civil commotion, epidemic, lockout, industrial dispute – official or unofficial, strike, demonstration, defects, fire, flood, explosion, inability to secure or lack of raw materials or labour, action or inactions of suppliers, change of economic circumstances, vandalism, exceptional weather conditions, legislation or official regulation, unavailability of transport, unanticipated manufacturing problems, external telecommunications failures or outrages, disruption to supply lines or to natural causes such as, but not restricted to, Acts of God, earthquake, flood or tempest, or to fire or accident or theft or any other event outside, where the maintenance and/or repair costs of the Rented Equipment are substantially higher for the Supplier than it could have expected, where a necessary permit or registration is withdrawn or is not extended, and all circumstances outside the will of the Supplier which disturb the normal course of business.

Art. 9 Liability

- 9.1 The Supplier's entire liability vis-à-vis the Client (including deeds committed by or negligence by its directors, employees, agents and/or subcontractors) with regard to the performance of the Agreement shall be limited as set out below.
- 9.2 With the exception of damage stemming directly from non-performance by the Supplier of the explicit obligations it has entered into in accordance with the Agreement, the Supplier's liability shall be limited to the binding liability which is placed upon it under the law.
- 9.3 If the Supplier is deemed to be liable in accordance with Art. 9.2, the Supplier may never be held liable vis-à-vis the Client for indirect damage, such as, although not limited to, loss of turnover, loss of profit or any increase in overheads.
- 9.4 If the Supplier is deemed to be liable in accordance with Art. 9.2, the maximum amount of its liability shall in any case be explicitly limited to the amount of the Purchase Price or the Rental Price, excluding GST and Costs.
- 9.5 Where the Client is held liable by third parties as a result of damage caused by a fault in the Goods supplied, which were supplied by the Client in any form whatsoever to third parties, the Client shall in no sense be entitled to any recourse against the Supplier.

Art. 10 Suspension, termination and dissolution

- 10.1 In the event of the complete or partial non-payment of the debt on the due date set out in the Agreement, without prejudice to any rights or remedies, the Supplier shall have the right to refuse any new Agreement with the Client or to suspend or terminate any current Agreement with the Client, with the Client not being entitled to any compensation.
- 10.2 Without prejudice to the provisions of Art. 10.1, the Supplier shall be entitled to suspend the performance of its obligations under the Agreement or to dissolve or terminate the Agreement if, after or before the conclusion or beginning of the performance of the Agreement, the Supplier becomes aware of any circumstance that might substantially adversely influence the Client's financial situation, or if it becomes clear to the Supplier that the Client will fail in its obligations in a major way. The Supplier shall, in such a case, write to the Client to notify it of its decision.
- 10.3 In the cases referred to in Art. 10.1 and 10.2, the Client shall be liable for all damage suffered by the Supplier including but not limited to the Client indemnifying the Supplier in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Supplier arising herefrom.

Art. 11 Miscellaneous

- 11.1 The unenforceability or potential invalidity of any article in the Agreement for any reason whatsoever, shall not affect the validity, legality and enforceability of the other and remaining articles of the Agreement. To the fullest extent possible, the unenforceable or invalid article shall be deemed modified and replaced by a valid clause with the same or

substantially the same economic impact as the invalid clause and the Agreement shall be deemed amended accordingly.

- 11.2 During the commercial relationship between the Supplier and the Client, the Supplier or a company associated with it shall store the information provided by the Client and the Client's employees, officers, servants, agents, advisors, affiliates and/or relevant subcontractors (hereinafter referred to as "Data") in its customer relations database in accordance with all legal data protection provisions. In this respect, the Client confirms that processing of such Data will not cause the Supplier to breach the Personal Data Protection Act 2010 ("Act") and any applicable data protection legislation. The Client further agrees that the Supplier may process and transfer the Data for the purposes of (i) the Agreement, (ii) maintaining the Supplier's operations or administration or management systems and/or customer relations database, (iii) quality and risk management reviews, or (iv) provision of information about the Supplier and the Supplier's range of services. Should the Client wish to consult or amend the Data, it must apply to the Supplier in writing by registered letter to the latter's relevant department. The Supplier will in no way divulge the Data to third parties not connected to it. Where the Supplier provides the Client with the personal data of the Supplier's employees, officers, servants, agents and advisors, the Client agrees to keep it confidential in accordance with the Act and any applicable data protection legislation.
- 11.3 Working days are deemed to be: Monday to Friday inclusive, except where such days are legal holidays.
- 11.4 Unless otherwise indicated in the Agreement, written notification shall mean: all communications in writing from one party to the other, including (i) email addressed to the email address agreed between the parties or (ii) fax.
- 11.5 Only the General and Special Terms & Conditions in the following language version shall be authentic: English. If the Supplier makes available other language versions of the General and Special Sale Conditions, these shall be purely for information purposes and the parties may not derive any rights from them.

Art. 12 Transfer and Assignment

- 12.1 The Supplier may transfer and assign the Agreement or part thereof to any person, company or business or outsource it by means of subcontracting.
- 12.2 The Client is not entitled to transfer and/or assign the Agreement or part thereof to a third party without the prior written consent of the Supplier.

Art. 13 Applicable law

- 13.1 Where not otherwise explicitly stipulated in the Agreement between the parties, they shall be governed by Malaysian law. The application of the Vienna Sales Convention is explicitly excluded.

Art. 14 Competence

- 14.1 The materially competent Court located closest to the registered address of the Supplier shall hold sole competence to rule in any disputes, unless the Supplier chooses to bring the

dispute before the Court of the place of residence of the Client or the Court in the location where the Agreement is performed.

- 14.2 The previous paragraph is to be interpreted to the benefit of the Supplier, in such a way that the Supplier shall have the right, at its discretion, to depart from the exclusive competence as laid out in Art. 14.1, and as appropriate to bring proceedings in any other competent court of law.

SPECIAL TERMS & CONDITIONS

A – SALE OF EQUIPMENT

Art. 1 Payment deadline

- 1.1 Invoices for the Equipment Sold shall be payable within thirty (30) days after the date of the Supplier's invoice, unless agreed otherwise in writing. Moreover, the Supplier shall be entitled to demand an advance or even full payment before proceeding with the delivery of the Equipment Sold.

Art. 2 Delivery of the Equipment Sold

- 2.1 Delivery is EXW (ex-works), Supplier's warehouse (Incoterms® 2010) unless agreed otherwise in writing. If it is agreed, by way of a departure therefrom, that the Equipment Sold is to be delivered to a place indicated by the Client-Purchaser, then delivery may be made in the absence of the Client-Purchaser. The bill of lading shall in that case serve as proof of delivery.
- 2.2 In the event of damage to the packaging and/or an inadequate number of packages or equipment, the Client-Purchaser must report this at the time of delivery of the Equipment Sold on the bill of lading. It must notify this to the Supplier in writing within twelve (12) hours of the delivery of the Equipment Sold.
- 2.3 The Equipment Sold is delivered without fuel or with uncharged battery, unless agreed otherwise in writing.

Art. 3 Equipment Sold: transfer of risk and ownership

- 3.1 On delivery of the Equipment Sold as per Art. 2.1 of the present Special Terms & Conditions, the transfer of risk shall also take place.
- 3.2 The ownership of the Equipment Sold shall be transferred upon the occurrence of the latest of following events: on delivery of the Equipment Sold, or at the time that full payment of the Purchase Price and Costs is made. Transfer of ownership is therefore suspended until that point in time.
- 3.3 Until such time as the transfer of ownership of the Equipment Sold has been fully completed, the Client-Purchaser shall hold the Equipment Sold as the Supplier's fiduciary agent and the Client-Purchaser undertakes:
- 3.3.1 to keep separately from those of the Client-Purchaser and third party;

- 3.3.2 To keep the Equipment Sold intact in nature properly stored protected and insured and identified as the Supplier's property, and not to render the Equipment Sold immovable due to intended use or by incorporation, nor to mix the Equipment Sold with another moveable good; and
- 3.3.3 To keep the Equipment Sold in good condition and to make every effort to ensure that the Equipment Sold is protected against any kind of partial or complete deterioration, including – but not limited to – as a result of fire, water damage, risk of explosion, theft, etc. The Client-Purchaser shall insure the Equipment Sold against all risks, at least for the amount of the Purchase Price and Costs.

Art. 4 Condition of the Equipment Sold and warranty by the Supplier

- 4.1 The second-hand Equipment Sold is received by the Client-Purchaser as found and as is basis. Consequently, the Supplier is explicitly not liable for the failure of the second-hand Equipment Sold to meet applicable legal (European) (safety) requirements. Acceptance of the second-hand Equipment Sold by the Client-Purchaser at the time of delivery, stipulated in Art. 2.1 of the present Special Terms & Conditions, shall entail acceptance of the Equipment Sold.
- 4.2 The Client-Purchaser undertakes to put the second-hand Equipment Sold into service only after it has duly satisfied itself that the second-hand Equipment Sold meets the local conditions and requirements for use, that its installation is reliable and that the conditions of use are safe. It is the exclusive responsibility of the Client-Purchaser to take the necessary measures to guarantee that the second-hand Equipment Sold meets the essential safety requirements at the time it is put into service. EC declarations issued by the Supplier are provided explicitly and exclusively under these conditions, without prejudice to the provisions of Art. 9.2 of the General Conditions. The Client-Purchaser shall indemnify the Supplier if it emerges that the second-hand Equipment Sold was put into service without the adaptations, repairs and/or inspections required having been made in accordance with professional standards and with a view to the safe operation of the second-hand Equipment Sold.
- 4.3 Art. 4.1 and 4.2 of the present Special Terms & Conditions shall not apply if the Client-Purchaser is also – and exclusively – the (end) user of the second-hand Equipment Sold.
- 4.4 If the Client-Purchaser is of the opinion that the new Equipment Sold that is delivered to it does not match the order or is visibly defective, the Client-Purchaser must file a written complaint to the Supplier within no more than 24 hours after the delivery of the Equipment Sold. If, after the expiry of that deadline, the Supplier has received no written complaint from the Client-Purchaser, the Client-Purchaser shall be deemed to have accepted the Equipment Sold.
- 4.5 Latent defects must be reported in writing by registered letter to the Supplier by the Client-Purchaser within a period of eight (8) working days after the Client-Purchaser has identified them or ought normally to have identified them, and in any case within a period of three (3) months after the date of delivery of the Equipment Sold.
- 4.6 In the case of second-hand, tailor-made and reconditioned Equipment Sold, the Supplier shall furthermore be liable only for such latent defects as affect the essential components of the

Equipment Sold to such a degree, and oblige the Client-Purchaser to carry our repairs to such a degree, that had it known about them, the Client-Purchaser would never have proceeded with the Purchase Agreement.

- 4.7 The Supplier's responsibilities howsoever arising relinquishes and shall not be required to safeguard the Client-Purchaser if it emerges that:
- 4.7.1 The Client-Purchaser or a third party has made, or attempted to make, repairs or changes to the Equipment Sold; or
 - 4.7.2 The defects are the consequence of improper or abnormal use, such as, for example, the use of the Equipment Sold for purposes other than those for which it is reasonably intended, overloading, (inappropriate) application in a way which does not match the instructions for correct use, assembly, maintenance, installation or use which does not match the technical or safety standards applicable in the place where the Equipment Sold is used; or
 - 4.7.3 The defects have not been reported to the Supplier in time or in the correct way; or
 - 4.7.4 The documentation belonging with the Equipment Sold, and not deriving from the Supplier, including instructions for use or operation, safety symbols, etc. is incorrect and/or incomplete; or
 - 4.7.5 The Client-Purchaser fails to comply with the obligation to register which includes regular maintenance of the Equipment Sold; or
 - 4.7.6 The Equipment Sold is used together with accessories or auxiliary (ancillary) attachments which are not sold or supplied as accessories with the Equipment Sold, or not intended to be used together with the Equipment Sold.
- 4.8 Latent defects are established jointly. If a latent defect relating to the Equipment Sold is found, it is explicitly agreed that the Supplier, according to its expert opinion and at its discretion, may either repair or replace the Equipment Sold, or grant a price reduction, or that the Sale Agreement may be terminated or dissolved with the reimbursement of the Sale Price and the return of the Equipment Sold. The decision of the Supplier is final and conclusive. The Client-Purchaser is not entitled to claim any additional reimbursement. Parts replaced shall automatically become the property of the Supplier. All costs in respect of transport, customs, assembly, dismantling and travel shall be borne by the Client-Purchaser.
- 4.9 Insofar as granted under the law, all guarantees or conditions implicit herein shall be excluded and no further guarantees or conditions will be granted unless agreed otherwise in writing.

Art. 5 Handling of complaints regarding the Equipment Sold

- 5.1 If the Client-Purchaser has a complaint regarding the Equipment Sold on the grounds of Art. 7.2 of the General Conditions or Art. 4 of the present Special Terms & Conditions, it must submit the said complaint in writing within the period set out in those articles, giving the reasons, and report it to the Supplier. The Supplier will examine the complaint and write back to the Client-Purchaser within a reasonable deadline.

- 5.2 Save and except as provided herein, no order which has been accepted by the Supplier may be cancelled by the Client-Purchaser. The Equipment Sold will not be taken back, other than after the written agreement of the Supplier in response to a duly substantiated written request from the Client-Purchaser. Without prejudice to the provisions of Art. 7.2 of the General Conditions and Art. 4 of the present Special Terms & Conditions, Equipment Sold which is no longer in its original packaging, or whose packaging has already been opened, or Equipment Sold which has been ordered, developed or reconditioned specially for the Client-Purchaser will not be taken back under any circumstances.
- 5.3 If the Supplier does accede to a request from the Client-Purchaser to take back Equipment Sold which does not show any visible or latent defect, this will be only against payment of a return cost of at least 15% of the Sale Price plus transport costs.

SPECIAL TERMS & CONDITIONS

B – RENTAL OF EQUIPMENT

Art. 1 Subject

- 1.1 The subject of the Rental Agreement is always a basic device without additional special equipment or feature, unless otherwise explicitly agreed in writing.

Art. 2 Rental guarantee

- 2.1 At the beginning of the Rental Agreement, the Supplier may demand from the Client-Renter a sum as a guarantee and/or an advance. The guarantee is credited after the termination of the Rental Agreement on the invoice or transferred back after the Supplier has established that the Equipment Rented is still in good condition and that the Client-Renter has fulfilled all its obligations as set out in Art. 8 of the present Special Terms & Conditions, failing which the said guarantee sum will be retained in part or in full by the Supplier.

Art. 3 Rental Price

- 3.1 Where a Rental Agreement is for a fixed duration, the Rental Price can be expressed per working day, per week or per month. If the Rental Agreement starts or ends in the course of a month, the Rental Price will be calculated pro rata temporis. Where a Rental Agreement is for an unlimited duration, the Rental Price is expressed per working day, per week or per month. If the Rental Price is expressed per working day and the Rental Agreement starts or ends in the course of a working day, that working day shall be counted for the calculation of the Rental Price as a full working day. If, however, the Rental Price is expressed per week or per month, and the Rental Agreement starts or ends in the course of a week or a month, the Rental Price shall be calculated pro rata temporis.
- 3.2 Irrespective of whether a Rental Agreement is for an unlimited or fixed duration, the Rental Price shall apply for the use of the Equipment Rented for the maximum number of working hours per year/per week/per working day and per piece of equipment as laid down in the Rental Agreement. For every hour in excess of the said maximum, the Supplier shall calculate an additional Rental Price, calculated in proportion on the basis of the contractually fixed Rental Price.

3.3 The Supplier shall at all times have the right to access and record the status of the hour meter in order to establish the actual duration of the use of the Equipment Rented. The Client-Renter shall provide a written communication of the status of the hour meter at the Supplier's simple request.

Art. 4 Payment deadline

4.1 Invoices for the Equipment Rented are payable within thirty (30) days after the date of the Supplier's invoice, unless agreed otherwise in writing. The Rental Price and the Costs for the Equipment Rented are billed monthly by the Supplier. However, on termination by the Client-Renter and dissolution at the Client-Renter's expense of an unlimited Rental Agreement, the Rental Price and the Costs shall be billed immediately to the Client-Renter.

Art. 5 Delivery of the Equipment Rented

5.1 If the Rental Agreement is not signed by the Client-Renter when it is created, then the Client-Renter must sign and return the Rental Agreement to the Supplier no later than 24 hours after receipt thereof. If the Client-Renter fails to return a signed Rental Agreement within the above deadline, then the Client-Renter will be assumed to have accepted the Rental Agreement by using of the Equipment Rented.

5.2 The Equipment Rented is made available to the Client-Renter in a branch of the Supplier. If the Client-Renter expressly so requests in writing, the Equipment Rented can be made available to the Client-Renter at the address indicated in the Rental Agreement, and it will be for the Client-Renter itself to cover the costs associated with the transport and delivery. The Supplier is entitled to deliver the Equipment Rented, or have it delivered, to the address indicated by the Client-Renter at the latter's risk, even if the Client-Renter is not present. The bill of lading shall serve as proof of delivery.

Art. 6 Condition of the Equipment Rented

6.1 The Equipment Rented is Rented as found and as is on delivery.

6.2 Depending on the type, the Equipment Rented is delivered with a full fuel tank or with a charged battery.

6.3 The Client-Renter shall inspect the Equipment Rented immediately on delivery, and shall check for defects or faults.

6.4 If neither the Client-Renter nor its representative is present at the time of delivery, the Client-Renter shall have a period of 24 hours after written confirmation of the delivery of the Equipment Rented to check and inspect the Equipment Rented.

6.5 Acceptance without immediate protest or without protest within the above deadline of 24 hours after delivery of the Equipment Rented covers visible defects and removes the Client-Renter's right to complain subsequently about visible defects.

- 6.6 Defects discovered during the Rental period must be brought to the Supplier's attention in writing. The Supplier covers, for a period of six (6) months, all latent defects in the Equipment Rented which hamper the use thereof.
- 6.7 At the end of the Rental Agreement, the Client-Renter shall return the Equipment Rented to the Supplier in the condition as the Equipment Rented was delivered to the Client-Renter.
- 6.8 All damage to the Equipment Rented, aside from normal wear and tear, recorded at the time of return will be deemed to have been caused by the Client-Renter and the Client-Renter shall therefore be responsible for paying all costs arising therefrom.

Art. 7 Maintenance and repair of the Equipment Rented

- 7.1 Maintenance and repair work shall be carried out by the Client-Renter and shall be payable by the Client-Renter. The Client-Renter shall conduct the following tasks or repair the following damage, this list not being exhaustive: repairs following collision, overload, unauthorised use or negligence; damage to the underside of the Equipment Rented, tyres, windscreens, roof, interior, mirrors, lights; damage following misuse or careless use; damage following contamination with paint and/or the use of stickers; damage to personal items and loss and/or damage of the key; damage following neglect, attempted theft, theft, attempted break-in, break-in or vandalism; improper use as described in Art. 8.7 of the present Special Terms & Conditions; damage by an exclusive fault and/or deliberate damage; fines or other penalties levied because of faults or events occurring during the Rental period which relate to the Equipment Rented.
- 7.2 The Supplier must be notified by the Client-Renter by telephone and in writing regarding the maintenance and repairs requiring to be carried out.
- 7.3 The Client-Renter shall not have the right to demand compensation if the Equipment Rented is temporarily not able to be used.
- 7.4 If the Supplier deems it necessary, he will provide the Client-Renter with spare parts for the Equipment Rented.

Art. 8 Obligations of the Client-Renter

- 8.1 The Client-Renter undertakes:
 - 8.1.1 To comply with the provisions of the Rental Agreement and all local regulations relating to the ownership and use of the Equipment Rented, including, but not limited to, the legal prescriptions with regard to the use of personal protective equipment.
 - 8.1.2 To use the Equipment Rented prudently for the purposes for which it is intended in the Rental Agreement or, failing that, in accordance with the normal purpose of the Equipment Rented.
 - 8.1.3 To provide the daily inspection and maintenance of the Equipment Rented using the technical checklist and lubrication schedule supplied with the documentation

accompanying the Equipment Rented, including a daily inspection of the oil level, tyre pressure and battery water.

- 8.1.4 To clean the Equipment Rented thoroughly, both internally (inside) and externally (outside).
- 8.1.5 To store the Equipment Rented in a covered, secured and locked location when it is not being used by the Client-Renter.
- 8.2 The Client-Renter shall make the Equipment Rented available only to persons who hold any certificates of competence, attestations or permits, like the Client-Renter itself, that may be required by the law, and who must meet all requirements imposed inter alia by the insurer of the Equipment Rented.
- 8.3 The Client-Renter shall not pledge or deposit the Equipment Rented, either completely or in part, or sublet it or hand it over as security – whether or not to third parties – in any way whatsoever. However, Client-Renters whose corporate objective and is the business of hiring of equipment, and for whom such hiring is a regular and normal business practice, are permitted to sublet it.
- 8.4 The Client-Renter is strictly prohibited from making any alterations to the Equipment Rented or removing markings from the device, without the Supplier's prior written consent. Any replacement and incorporated parts shall automatically become the property of the Supplier, without remuneration. Such parts and accessories may under no circumstances reduce the value of the Equipment Rented or hamper the use thereof in accordance with the purpose; in such a case the Supplier shall be entitled to have the Equipment Rented returned to its original state, at the exclusive cost of the Client-Renter.
- 8.5 The Client-Renter is solely responsible for preserving in good condition all the accessories and documents provided to the Client-Renter by the Supplier along with the Equipment Rented, including instructions for use, inspection reports, maintenance data, technical checklist, and EC Declaration of Conformity. If such accessories and/or documents are lost or damaged, the Client-Renter shall at its own cost supply replacements or pay for duplicates to be provided.
- 8.6 The Client-Renter shall afford the Supplier's agent free access at all times to its buildings, premises and land or other places where the Equipment Rented is located, for the purposes of inspection or, at the end of the Rental Agreement, the retrieval of the Equipment Rented.
- 8.7 It is strictly prohibited to use the Equipment Rented for the transport of flammable, explosive and/or corrosive goods, to use it in a corrosive environment, to use the Equipment Rented to take part in competitions and/or test drives and to use the Equipment Rented to push, pull or tow away another vehicle.
- 8.8 The Equipment Rented may not be used for driving tests, unless the Supplier is first explicitly asked by the Client-Renter and gives its prior written consent.
- 8.9 The Client-Renter shall notify the Supplier immediately if the Equipment Rented is defective or damaged. The Client-Renter shall also provide the Supplier, at its first request, with all necessary details and information.

Art. 9 Insurance of the Equipment Rented

- 9.1 The Client-Renter shall take out insurance for the entire duration of the Rental Agreement to cover its third-party liability for all damage to persons and property as a result of the use or possession of the Equipment Rented.
- 9.2 The Client-Renter shall, furthermore, insure the Equipment Rented itself against material damage, be it by fire, theft, unauthorised acquisition, vandalism, loss, breakdown, collision, etc. which result in the complete or partial damage or destruction of the Equipment Rented. The Client-Renter shall provide the Supplier, if it so requests, with a copy of the policy it has taken out and proof of payment of the premium.
- 9.3 The Equipment Rented may not be used at an address other than the one stated in the Rental Agreement, without the Supplier's prior written consent. The Equipment Rented may not be used on the public highway, unless with the prior written consent of the Supplier, which in such a case will provide the necessary documents. If the Equipment Rented is used on the public highway, the Client-Renter shall take out insurance for the purposes, at its own cost, and it shall be required to indemnify the Supplier for all fees, fines, towing costs and storage costs that such use may engender.

Art. 10 Rights of the Supplier

- 10.1 The Supplier shall have the right at all times to replace the Equipment Rented in part or in full by similar equipment and to retrieve it in the event of Force Majeure as set out in Art. 8 of the General Conditions.
- 10.2 The Supplier shall have the right to suspend the performance of any of its obligations under the Rental Agreement, if the Client-Renter itself fails to comply with any obligation under this or any other Agreement that it has concluded with the Supplier.
- 10.3 Unless otherwise expressly agreed in writing, the Supplier shall at all times have the right to have the Rental Agreement carried out in part or in full by third parties. The Rental Agreement shall remain otherwise applicable without change.

Art. 11 Ownership of the Equipment Rented

- 11.1 The Supplier is the exclusive owner of the Equipment Rented.
- 11.2 The Client-Renter shall notify the Supplier immediately in writing of any relevant fact that may pose a risk to the ownership or use of the Equipment Rented. This shall include cases where part or all of the Equipment Rented is stolen, damaged or requisitioned or technically defective; where it is involved in an accident causing physical or material damage; where a third party lays claim to part or all of the Equipment Rented or takes protective measures with regard to it.
- 11.3 In such cases, the Client-Renter shall immediately provide written notification to the acting bailiff or the attaching party or any other third party involved of the fact that the Equipment Rented is the property of the Supplier.

11.4 If the Client-Renter is not the owner of the building or land where the Equipment Rented is located or if it ceases to be the owner, it must inform the owner or the new owner of the building or land by registered letter that the Equipment Rented is not its property.

11.5 The Supplier may at any time demand the production of confirmation of both of the above notifications.

Art. 12 Subrogation

12.1 The Client-Renter authorises the Supplier, at the Client-Renter's cost, to pursue itself, or have pursued, all actions deriving from the damage caused to the Equipment Rented, and to recover any compensation itself. The Client-Renter therefore now cedes all its rights vis-à-vis third parties which are responsible for the damage caused to the Equipment Rented.

Art. 13 Duration of the Rental Agreement

13.1 The Rental Agreement may be concluded for a limited or unlimited duration. A Rental Agreement for a limited duration shall always be concluded by way of a contract to be signed by both parties.

13.2 The Rental Agreement shall commence on the date of the delivery of the Equipment Rented as set out in Art. 5 and in accordance with the arrangements in Art. 3 of the present Special Terms & Conditions, and the Rental Agreement shall terminate on the date of the expiry of the Rental Agreement if it is a Rental Agreement of a limited duration, or else 24 hours after the written notification by the Client-Renter that it is terminating the unlimited-term Rental Agreement. The Supplier shall then cease charging the Client-Renter the Rental Price after that 24-hour period. However, the risk with regard to the Equipment Rented shall continue to be covered by the Client-Renter until the Equipment is actually returned to or retrieved by the Supplier. The Supplier undertakes to retrieve the Equipment Rented from the Client-Renter, if the latter so requests, within eight (8) working days of the notification.

13.3 The parties shall not be entitled to invoke tacit extension or renewal, unless they have stipulated this in writing when concluding the limited-term Rental Agreement and fixed a deadline for extension or renewal.

13.4 However, in the event that the Equipment Rented is not returned to the Supplier by the Client-Renter on the contractual end date of the Rental Agreement, the Rental Price shall continue to be charged by way of remuneration for use until the date on which the Equipment Rented is actually returned by the Client-Renter to a branch of the Supplier, unless otherwise agreed in writing.

13.5 The Supplier may terminate the Rental Agreement immediately and automatically by registered letter, with the Client-Renter having no right to compensation, in the following cases:

13.5.1 Serious damage to the Equipment Rented;

13.5.2 Theft or loss of the Equipment Rented;

- 13.5.3 Where the maintenance and/or repair costs falling to the Supplier under this or any other Rental Agreement yield a less favourable result than the Supplier could reasonably have expected when it entered into the Rental Agreement;
- 13.5.4 If the Client-Renter fails to respect its obligations under the Rental Agreement.
- 13.6 The Supplier reserves the right to consider the Rental Agreement automatically and without prior notice as dissolved to the detriment of the Client-Renter in the event of bankruptcy/winding up, judicial arrangement or assimilated legal procedure, delay / postponement of payment, clear inability of the Client-Renter, , liquidation, placing in judicial management / administration, publication of disputed bills, summons before the court following overdue payment, the opening of a file by a service to identify struggling businesses, sale, transfer, settlement in another country, collateral, contribution to a company of its business premises or its equipment by the Client-Renter, or if a Client-Renter fails to accept a bill in a timely manner.
- 13.7 Where a Rental Agreement is terminated by the Client-Renter or dissolved at the Client-Renter's expense, the Client-Renter undertakes within eight (8) days to make a payment for compensation for termination stipulated in accordance with Art. 13.8.

Art. 14 Responsibility and liability of the Client-Renter

- 14.1 The Client-Renter shall bear the risks and responsibility in respect of the Equipment Rented from the time of delivery to the time at which the Equipment Rented is actually returned to a branch of the Supplier or is retrieved by the latter.
- 14.2 If it is agreed that the Supplier or carrier shall make the Equipment Rented available to the Client-Renter other than at a branch of the Supplier, the Client-Renter shall nevertheless bear all risks and responsibilities from the time that the Equipment Rented leaves that branch of the Supplier.
- 14.3 The Client-Renter is likewise liable for material and physical damage caused by the use of the Equipment Rented to third parties, to the Client-Renter itself or to one of its staff or agents.
- 14.4 The Client-Renter shall fully indemnify, hold harmless and defend the Supplier and its directors, officers, employees, agents, stockholders and affiliates from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to legal fees and costs), whether or not involving a third party claim, which arise out of or relate to including but not limited to any breach of any representation or warranty of the Client-Renter contained in the Agreement and any breach or violation of any covenant or other obligation or duty of Client-Renter under the Agreement or under applicable law in each case whether or not caused by the negligence of the Supplier and its directors, officers, employees, agents, stockholders and affiliates.

Art. 15 Return of the Equipment Rented

- 15.1 The Client-Renter shall, at its own expense, return the Equipment Rented on the day on which the Rental Agreement ends, no later than 17:00 (5:00 pm), to a branch of the Supplier.

The Client-Renter may ask the Supplier to come and fetch the Equipment Rented, at the Client-Renter's expense.

15.2 The Equipment Rented must be returned in a perfect condition in terms of maintenance, cleaned, in good working order and accompanied by all the associated documents.

15.3 After the termination of the Rental Agreement and the return of the Equipment Rented, the Supplier will check the Equipment Rented within two (2) weeks for damage and defects. If the Supplier finds damage and/or defects, then it will draw up a damage estimate, which it will pass on to the Client in writing. The Client has five (5) working days from its despatch to dispute the said damage estimate by email or fax. Failing any such dispute within the above deadline, the Client will be deemed to have accepted liability for the damage and/or defects and to agree to repay the amounts cited in the Supplier's damage estimate.