

GENERAL CONDITIONS OF EXHIBITS.NL B.V.

Filed with the Chamber of Commerce under number 17197132 on the 6th of October 2022

Article 1 - Definitions

In these General Terms and Conditions, the following terms are defined as stated below:

- 1.1 General Terms and Conditions: these General Terms and Conditions of Exhibits.nl B.V., which can be found on the website of Exhibits.nl B.V. which and have been filed with the Chamber of Commerce;
- 1.2 Exhibit: the movable property that belongs to the Provider and which is hired out to the Hirer under the agreement;
- 1.3 Hirer: the natural person or legal entity who concludes, will conclude or has concluded a Hire Agreement with Exhibits.nl B.V.;
- 3.1 Delivery Date: the date on which the Exhibit is presented to the Hirer and from which moment the Hirer will keep the Exhibit for the Provider or its legal successor;
- 1.4 Hire Agreement: the agreement in which the Provider undertakes vis-à-vis the Hirer to temporarily allow the Exhibit or the Exhibits to be used for payment and in which the Hirer undertakes vis-à-vis the Provider to return the same goods or have them returned in good condition, on/in an agreed date and manner;
- 1.5 In Writing/Written: by letter or electronically;
- 1.6 Provider: the private limited company Exhibits.nl B.V., entered in the trade register of the Chamber of Commerce under

number 17197132, established at Riethovensedijk 20, (5571 CR) Bergeijk.

Article 2 - Applicability

- 2.1 These General Terms and Conditions apply to agreements concluded on or after 06-10-2022. All previous versions will expire with effect from this date.
- 2.2 These General Terms and Conditions form part of the Hire Agreement under which the Provider hires out the Exhibit or Exhibits, described in the Hire Agreement, to the Hirer designated in the Hirer Agreement.
- 2.3 Additional and/or deviating terms and conditions - which also include general terms and conditions - of the Hirer do not form part of the Hire Agreement between the Provider and the Hirer and therefore have no binding effect on the Provider. The applicability of the general terms and conditions of the Hirer is explicitly excluded.
- 2.4 Deviations from these General Terms and Conditions are binding only if and insofar as the parties have agreed on this in writing and only in respect of the quotes, offers and (supplementary) agreements they apply to. These General Terms and Conditions remain in full force with regard to the other quotes, offers and (supplementary) agreements.
- 2.5 If any provision of these General Terms and Conditions is void or voided, the other provisions remain fully applicable, while the void or voided provision or provisions of these General Terms and Conditions will be replaced with a valid provision or provisions, taking

the objective and purport of the void or voided provision or provisions into account to the greatest possible extent.

- 2.6 The Hirer cannot transfer his rights under the Hire Agreement without the Provider's prior written consent. This provision applies as a stipulation with effect under property law within the meaning of Section 3:83, subsection 2 of the Dutch Civil Code.
- 2.7 The Hire Agreement is effective only between the parties. A third party - directly or indirectly associated with the Hirer- cannot make any claim against the Provider under the Hire Agreement.
- 2.8 All images, specifications, models and demonstrations of Exhibits in catalogues, price lists, websites, advertisements, etc. are an approximate representation. No rights can be derived from them.
- 2.9 If the Provider refers to technical, safety or quality regulations and/or other information in any document, the Hirer is expected to be aware of these, unless he immediately informs the Provider in writing to the contrary. In that case, the Provider will further inform him about these regulations.

Article 3 - Formation of the agreement

- 3.1 The Provider will send the Hirer a non-binding offer at the Hirer's request for entering into the Hire Agreement desired by the Hirer, along with a copy of these General Terms and Conditions. These General Terms and Conditions apply to every (Hire) agreement with the Provider.

- 3.2 The Hire Agreement, as well as the amendments and additions thereto, are concluded when the Provider duly accepts them in writing by signing the Hire Agreement. Until such signing is a fact, the Provider can still revoke its offer.

- 3.3 By signing the Hire Agreement, the Provider confirms that it will give the Exhibit to the Hirer by way of hire as from the Delivery Date.

- 3.4 The Hirer must check the Hire Agreement immediately and without delay. After being signed by both parties, the Hire Agreement is deemed to be concluded and fully proven, unless the Hirer has made its objections known to the Provider in writing within 48 hours of signing the Hire Agreement, stating the reasons. Additional agreements and/or changes, regardless of by whom they were made, are only binding if the Provider has confirmed them writing.

- 3.5 Every offer or promise made by an employee or representative of the Provider is binding only insofar as the latter has confirmed this in writing.

- 3.6 Verbal agreements are not binding on the Provider until and insofar as these have been confirmed in writing by the Provider.

Article 4 - Commencement and term of the agreement

- 4.1 The hire of the Exhibit is entered into for a fixed period ("Hire Period") specified in the Hire Agreement. The Hire Period commences on the date stated in the Hire Agreement.

4.2 The Hire Agreement cannot be cancelled during the Hire Period and the Hire Agreement cannot be dissolved by the Hirer.

Article 5 - Hire instalments and payment

5.1 The Hire Period is expressed in months in the Hire Agreement. The hire instalments are due monthly and must always be paid by direct debit in full and in advance before the first day of each month. The Hirer gives the Provider with a mandate for this by completing the SEPA form.

5.2 If, for whatever reason, hire instalments cannot be debited by direct debit or if the hire instalments are reversed, the Hirer will be notified of this by the Provider. In that case, the Hirer is in default immediately. The Hirer will be obliged to follow the Provider's payment instructions. If these payment instructions of the Provider are not followed and thus payment is (again) not made or made late by the Hirer, he will owe (additional) default interest of 1% per month on the overdue amount until the day of full payment thereof, with part of a month counting as a full month, in addition to the statutory commercial interest pursuant to Section 6:119a of the Dutch Civil Code.

5.3 The Hirer hereby waives his rights to suspend payments to the Provider on any grounds whatsoever and the right to set off any monetary claim the Hirer has or will have against the Provider against any claim the Provider has or will have against the Hirer.

5.4 Any deviating start and/or final instalments must be paid on the date specified in the Hire Agreement, while all other amounts owed under the Hire Agreement must be paid within 8 days of the invoice date.

Article 6 - Delivery and installation

6.1 The Exhibit is deemed to have been delivered the moment the Provider has notified the Hirer of this (in writing or verbally).

6.2 An agreed Delivery Date is only approximate and never applies as a strict deadline.

6.3 The Provider will arrange for the delivery of the Exhibit to the business address specified in the Hire Agreement or another place agreed on between the Provider and the Hirer. The Hirer will ensure the location is suitable for the placement of the Exhibit and will make the necessary arrangements for this. The Provider is not liable for delays in delivery or installation if the necessary provisions have not been made at the location.

6.4 The Hirer must check the Exhibit for defects upon receipt. The Hirer must report any defects to the Provider in writing as soon as possible - but no later than 24 hours after receiving the Exhibit.

6.5 Minor deviations in terms of quality, colour, hardness, satin finish, thickness, etc. do not give cause for rejection. Minor changes to or from the Exhibit are not grounds for disapproval.

6.6 If the Hirer refuses the Exhibit on good grounds, the Hirer must notify the Provider in writing immediately after the day on which the Exhibit was delivered.

- 6.7 If no complaints have been reported to the Provider in writing, the Exhibit is deemed to have been received in good condition or the work to have been performed in accordance with the Hire Agreement.
- 6.8 The installation costs, insofar as these have not been factored into the hire instalments for the Exhibit, will be borne by the Hirer.

Article 7 - Progress, risk, indemnification

- 7.1 The Provider cannot be obliged to commence the performance of the work or the delivery of the Exhibit until all necessary information is in its possession and it has received any agreed (advance) payment. In the event of delays resulting from this, the agreed Delivery Date will be adjusted proportionally.
- 7.2 The Hirer will immediately (continue to) notify the Provider of any claims relating to or arising from (use of) the Exhibit, such as, for example, functioning, suitability, intellectual property of third parties and warranties.
- 7.3 If the Hirer cannot use the Exhibit for whatever reason, this will be at his own risk and he must continue to pay the hire instalments. If the inability to use the Exhibit is due to intent or gross negligence on the part of the Provider, the Hirer can continue to assert claims against the Provider.
- 7.4 All risks with regard to the Exhibit and its use, such as (but not limited to) damage, loss or theft and liability towards third parties, are for the account of the Hirer from the Delivery Date (and during the Hire Period) of the Hire Agreement

and until the Exhibit has been received at the workshop of the Provider and is in its control.

- 7.5 The Hirer indemnifies the Provider against (i) all claims made against the Provider for violating statutory regulations relating to the condition and use of the Exhibit and (ii) all actions that may be brought against the Provider by virtue of its ownership rights with respect to the Exhibit in respect of facts that occurred during the period the Exhibit is at the risk of the Hirer and due to damage or disadvantage of whatever nature caused by or with the Exhibit to the Hirer or third parties. This is with the exception of the Provider's statutory product liability.

Article 8 - Ownership and use

- 8.1 The legal, economic and tax ownership of the Exhibit accrues to the Provider. Unless otherwise provided in the Hire Agreement, the Hirer has no rights to the Exhibit other than the right to use the Exhibit in accordance with the provisions of the Hire Agreement.
- 8.2 The Provider retains all intellectual property rights for all designs, drawings, samples and models provided by the Provider. Disclosure and copying are only permitted with express permission. The designs, drawings, samples and models must be returned on the Provider's demand without delay.
- 8.3 As befits a good hirer, the Hirer will use the Exhibit in accordance with its nature and designated use and strictly follow the Provider's instructions, possibly recorded in written instructions for use. The

Hirer will observe all applicable statutory regulations with regard to the possession and use of the Exhibit.

- 8.4 The Hirer will not alienate, encumber and/or give the Exhibit to third parties for hire, sub-hire, use or safekeeping under any title.
- 8.5 The Hirer uses the Exhibit in the course of his profession or business. Any liability arising from the use of the Exhibit will be borne by the Hirer. The Hirer indemnifies the Provider in this regard.
- 8.6 The Hirer guarantees to the Provider that the location where the Exhibit is placed or used is suitable for the intended use of the Exhibit and that all permits, exemptions and permissions required for use of the Exhibit are or have been obtained in a timely manner.
- 8.7 Without the prior written consent of the Provider, the Hirer is not entitled to sub-hire all or part of the Exhibit to any third party or to otherwise allow it to be used or co-used, or to contribute (the hire or use of) the Exhibit to a business or legal entity.

Article 9 - Damage and maintenance

- 9.1 During the Hire Period, the Hirer is obliged to use the Exhibit in accordance with its designated use and to maintain it in good condition.
- 9.2 The Hirer is obliged to immediately notify the Provider of any damage or defect to the Exhibit.
- 9.3 In the unlikely event of a malfunction, the Hirer will report this to the Provider's service department. The Hirer will remedy

the malfunction as soon as possible, based on subsequent calculation.

- 9.4 Any repairs and maintenance to the Exhibit are performed exclusively by the Provider.
- 9.5 The Hirer guarantees that the Exhibit will not be connected to another item in such a way that the Exhibit becomes part of that other item.
- 9.6 Without the prior written consent of the Provider, the Hirer is not authorised to make additions or adjustments to the Exhibit or to connect other items to it that cannot be removed from the Exhibit without damage. The Provider is not responsible for the consequences of adjustments or additions.
- 9.7 All items added to or in the Exhibit by the Hirer or that replace all or part of the Exhibit, become the property of the Provider as soon as they come under the control of the Hirer, regardless of who pays the purchase costs and without the Hirer being entitled to compensation from the Provider. The Hirer hereby transfers ownership of all these items to the Provider in advance and declares to keep them for the Provider as the owner. In that case, the Hirer cannot claim any compensation for unjust enrichment of the Provider.
- 9.8 If the Hirer does not comply with an obligation under Article 9, the Provider is, at the expense and risk of the Hirer, authorised to take measures deemed necessary by the Provider for the maintenance, preservation or repair of the Exhibit, without prejudice to its other rights under the agreement or the law.

Article 10 – Insurance

- 10.1 Unless otherwise provided in the Hire Agreement, the Hirer will insure the Exhibit from the Delivery Date and during the term of the Hire Agreement at his expense, on extensive and customary conditions, against all risks relating to the Exhibit and/or its use, including destruction, loss, damage and theft, as well as against all further risks for which the Provider deems insurance required, which in any case includes the risk that the Hirer will not be able to use the Exhibit for a longer period of time, and such that in the event of complete destruction of the Exhibit, the insurance payment will in any case be equal to the replacement value. Insofar as no insurance payment is made or this is lower than the stated amount, this is considered a risk that is for the account of the Hirer. Insofar as applicable, the Hirer will include Exhibit-related risks in his third-party insurance policy.
- 10.2 The Hirer is obliged to transfer its rights under the insurance policies with regard to the Exhibit or the use thereof to the Provider in a separate deed, of which assignment the Provider will notify the insurer. At the Provider's request, the Hirer will make a copy of the policy available to the Provider for this purpose.
- 10.3 If at any time the Hirer does not comply with his obligation to take out insurance or pay the agreed insurance premium, the Provider is entitled to take out insurance at its own expense or to pay the premium owed. The costs incurred

by the Provider in connection with this will be borne in full by the Hirer and must be paid by invoice immediately.

- 10.4 Any insurance payments will in principle be deducted from the payment obligations of the Hirer.

Article 11 - Dissolution

- 11.1 If:
- a. the Hirer and/or a person or legal entity with which the Hirer is affiliated in a group, fails to fulfil any obligation under the agreement or any other obligation towards the Provider - which in any case should be understood to mean failure to comply with any payment obligation - or towards third parties, including in particular the financiers (in the broad sense) of the Hirer and/or a person or legal entity with which the Hirer is affiliated in a group;
 - b. with regard to the Hirer or a person or legal entity with which the Hirer is affiliated in a group, a petition for bankruptcy or suspension of payment is filed or pronounced, an appeal is made to the applicability of the "Debt Restructuring (Natural Persons) Act" and/or the Hirer decides or proceeds to cease and/or liquidate his business or part thereof;
 - c. a (legal) merger or legal demerger is announced or has taken place with regard to the Hirer;
 - d. the Exhibit is destroyed or is in danger of being destroyed, is (seriously) damaged and repair (at Provider's discretion) is not economically feasible, if the Exhibit is lost, stolen or is otherwise no longer in the Hirer's control or is

seized or threatens to be seized (which is at the Provider's discretion);

the Hirer will be deemed to be in immediate default and the Provider is entitled, but not obliged, to dissolve the Hire Agreement with immediate effect by means of a written statement to the Hirer, without any notice of default or other formality being required. In that case, the Hirer is no longer entitled to use the Exhibit with effect from the termination date and the Hirer must immediately return the Exhibit to the Provider in accordance with Article 12. The Hirer will unconditionally cooperate with the return of the Exhibit.

11.2 The Hirer is obliged to immediately notify the Provider in writing if he is aware of the (intention or possible) occurrence of one of the facts or circumstances referred to in paragraph 1 of this article.

11.3 In the event of dissolution of the agreement pursuant to paragraph 1 of this article, the Hirer, by way of compensation, will owe the Provider an amount of at least the sum of the arrears, the cash value of the payments not yet due under the Hire Agreement, and the costs incurred by the Provider with regard to the dissolution of the Hire Agreement and taking back the Exhibit, without prejudice to the Provider's right to additional compensation if the actual damage exceeds the amount referred to above. In connection with the dissolution of the Hire Agreement, the Provider will not be obliged to make any cancellation and/or compensation and/or refund to the Hirer, by whatever name, and the

Hirer will waive his rights in this regard.

11.4 In the event of one of the cases included in paragraph 1 of this article, the Hirer undertakes to notify relevant third parties, such as an attaching bailiff, an administrator or curator, of the Provider's property right and the contractual relationship between the Hirer and the Provider.

Article 12 - Returning the Exhibit

12.1 The Hirer is obliged to make the Exhibit(s) available to the Provider at the end of the agreement, if the agreement is dissolved or is terminated prematurely for any reason whatsoever, and to return the Exhibit in the same condition it was in on the Delivery Date of the Exhibit, with the exception of normal wear and tear or ageing.

12.2 The parties will further agree whether the Provider or the Hirer will arrange the transport of the Exhibit to the Provider's workshop. If the Provider arranges the transport, the Hirer will owe the Provider one-off transport costs, which costs depend on the delivery location of the Exhibit.

12.3 If the Provider establishes that the Exhibit does not meet the aforementioned requirements, the Provider has the right to instruct for repairs to be carried out and to charge the Hirer for these costs and/or damage as a result. The relevant claim of the Provider against the Hirer is immediately due and payable.

12.4 Until the time of delivery of the Exhibit at the place and time designated by the Provider, the

Exhibit remains at the expense and risk of the Hirer.

12.5 If the Hirer indicates he does not wish to return the Exhibit, although the Hirer is contractually obliged to do so, or if the Provider may on reasonable grounds assume the Hirer will not do so, the Provider may access the place where the Exhibit is located and take up the Exhibit. The associated costs will be payable by the Hirer.

12.6 If the Hirer fails to return an Object in time in accordance with paragraphs 1 and 2 of this article, the Hirer will owe the Provider an immediately due and payable penalty per day, equal to 10% of a hire period for the period of one month, without prejudice to the Provider's other rights.

Article 13 - Exclusion of warranties and liability

13.1 The Hirer acknowledges that the Provider makes no explicit or implicit warranty or makes any other commitment with respect to the Exhibit (including the condition, quality, composition and properties of the Exhibit). Any warranty or another obligation that may rest on the Provider on the basis of the law with regard to the (functioning of the) Object or the performance by the Provider, is expressly excluded.

13.2 Insofar as deviating from the definition of defect in Section 7:204 of the Dutch Civil Code, and with the resulting effect on the term 'defects' or 'defect' in Sections 7:206, 207 and 208 et seq. of the Dutch Civil Code, in this hire agreement, the following are not regarded as defects of the Exhibit:

- a. a condition or property of the Exhibit or another circumstance not attributable to the Hirer, which already existed when the Hire Agreement was entered into and which at the time was reasonably observable by the parties during a proper and expert inspection of the Exhibit, but is not stated on the description of the state of acceptance of the Exhibit by the Hirer, referred to in Article 6.8 and attached or to be attached to the Hire Agreement and signed by the parties;
 - b. defects in changes and additions made or adopted by the Hirer and defects of the Exhibit resulting from those changes or additions and harmful consequences for the Exhibit, Provider or third parties;
 - c. not or no longer having or a cancellation of permits and/or exemptions that may or will be required in connection with the use of the Exhibit in accordance with its purpose under the Hire Agreement;
 - d. the fact that, pursuant to any required or obtained permit or exemption or pursuant to any other government regulation, adjustments or facilities must be made in or to the Exhibit immediately or at a later date with a view to (the nature of) the use of the Exhibit;
- 13.3 The Provider is not liable for:
- a. the consequences of defects that arose after entering into the Hire Agreement;
 - b. the consequences of defects that the Provider was not aware or should have been aware of

- when entering into the Hire Agreement;
- c. the consequences of defects that are not caused by intent or gross negligence on the part of the Provider;
 - d. the consequences of the aspects referred to in Article 13.2 under a to d, both insofar as the Provider did not know or should have known those aspects when entering into the Hire Agreement, and insofar as the Provider knew or should have known those aspects when entering into the Hire Agreement;
 - e. any damage suffered by the Hirer as a result of the Provider making the Exhibit available to the Hirer later as referred to in Article 6.2, unless that later availability of the Exhibit to the Hirer may be based on the Provider's intent or gross negligence;
 - f. the damage suffered by the person or property of the Hirer or of third parties who has or have the Exhibit in their possession or who are present at the Exhibit, unless it concerns damage as a result of the Provider's intent or gross negligence;
 - g. the trading loss suffered by the Hirer, unless it concerns trading loss as a result of the Provider's intent or gross negligence;
 - h. the damage as a result of any defect in the Exhibit or as a result of the aspects referred to in Article 13.2 under a to d, unless it concerns damage as a result of the Provider's intent or gross negligence.

13.4 The Hirer is not entitled to a reduction in the cost of hire or to suspension or settlement of an obligation to pay or to annul or dissolve the Hire Agreement in the event of a reduction of quiet enjoyment under the Hire Agreement as a result of one or more defects, or the aspects referred to in Article 13.2 under a to d that occur in, with or in relation to the Exhibit, unless it concerns defects or the aspects referred to in Article 13.2 under a to d as a result of the Provider's intent or gross negligence.

13.5 The Provider's liability for direct damage is limited. Liability for indirect damage is excluded. The term indirect damage includes but is not limited to consequential damage, immaterial damage, trading loss and business interruption loss, loss of profit or environmental damage.

13.6 Any liability (for direct and/or indirect damage) – regardless of the basis of liability – of the Provider is limited to the amount paid out by the Provider's liability insurer, less the excess to be paid by the Provider. If no payment is made under the Provider's liability insurance – regardless of the reason for the non-payment – the Provider's liability is limited to the amount charged by the Provider to the Hirer during a period of six (6) months prior to the occurrence of the liability and which is paid in time by the Hirer, on the understanding that the Provider's liability never exceeds EUR 25,000 (in words: twenty-five thousand euros) per event or series of related events.

13.7 The Provider's liability for damage caused by intent or wilful recklessness on the part of the Provider or its managerial subordinates is not excluded.

13.8 All rights of action of the Hirer against the Provider, either on account of a failure to perform, or on account of an unlawful act, or on any other ground, lapse as soon as a period of one (1) year has expired after the day on which the Hirer became aware or could reasonably have been aware of the existence of those rights of action and the Hirer has not instituted legal proceedings within that period of one (1) year.

Article 14 - Third-party claims on the Exhibit, obligation to report in this regard

14.1 The Hirer, at his own expense, undertakes to take all necessary steps and measures to protect and guarantee the Provider's (property) rights with regard to the Exhibit, on the understanding that the Hirer will always consult the Provider in advance about the actions to be taken.

14.2 On the Provider's demand, the Hirer undertakes to add clearly visible, indelible markings to the Exhibit in places to be determined by the Provider to make it clear that the Exhibit is the property of the Provider, and to keep these markings clearly legible.

14.3 The Hirer undertakes to immediately inform the Provider - with confirmation of the notification by registered letter - if and as soon as:

a third party makes any claim to the Exhibit, including seizure or;

b. the Exhibit is involved in an accident as a result of which persons are injured and/or property is damaged;

c. the Exhibit, after the Provider has given written permission to do so, has been moved to a new location, stating the new location where the Exhibit will be used after moving.

Article 15 - Change of control, business operations

15.1 The Hirer undertakes to inform the Provider in good time about an intended decision to change the business operations or financial relationships, as well as about an intended decision to merge, divide or divest parts of his company, or an intended decision to make a major change in control over the Hirer and/or the activities of the Hirer's business. In response to an intention as referred to in this article, the Provider is entitled to set reasonable conditions as security for the Hirer's compliance with the obligations under the agreement. If the Hirer does not agree to these terms and conditions and/or does not comply with them, the Provider is authorised to immediately terminate the Hire Agreement without further notice of default and without judicial intervention or other formality, in which case the provisions of Article 11 above will apply.

Article 16 - General provisions

- 16.1 By signing the Hire Agreement, the Hirer grants the Provider an irrevocable power of attorney, with the right of substitution, to exercise all powers and rights granted to the Provider in the agreement and to do everything the Provider deems necessary, useful or desirable to implement the agreement and protect its rights, expressly including legal acts with the Provider as the other party.
- 16.2 The Provider is authorised to use the services of third parties for the implementation of the Hire Agreement. The Hirer is obliged to follow the instructions issued by the Provider in this regard.
- 16.3 The Provider is always authorised to set off every claim the Hirer has against the Provider, for whatever reason, against (due and payable) claims the Provider has against the Hirer under the Hire Agreement and/or any other agreement concluded with the Provider or for any other reason.
- 16.4 If requested, the Hirer is obliged to provide sufficient security on the Provider's demand for the fulfilment of his existing and future obligations towards the Provider, both arising from the Hire Agreement and from other/new agreements of whatever nature. If, in the Provider's reasonable opinion, the security provided has become insufficient, the Hirer is obliged to provide (additional) security on the Provider's demand.
- 16.5 If the Hirer consists of several persons or legal entities, the provisions of the Hire Agreement apply to them both jointly and

separately and they will be jointly and severally liable, each in full, for all obligations under the Hire Agreement.

- 16.6 All judicial and extrajudicial costs incurred by the Provider due to the Hirer's failure to fulfil his obligations will be payable by the Hirer.
- 16.7 The nullity of one of the provisions of the Hire Agreement does not affect the validity of the other provisions of the Hire Agreement. If a provision of the Hire Agreement is null and void, the Provider and the Hirer hereby agree that in that case, the voided provision will be replaced with a valid provision that corresponds to the purport of the voided provision to the greatest possible extent.
- 16.8 Deviations from and changes to the Hire Agreement, including these terms and conditions, are only valid if they have been recorded in writing.

Article 17 - Force majeure

- 17.1 In addition to the provisions of Section 6:75 of the Dutch Civil Code, a failure by the Provider in the fulfilment of any obligation towards the Hirer cannot be attributed to the Provider in the event of a circumstance that is beyond the Provider's control, as a result of which the fulfilment of its obligations towards the Hirer is wholly or partially prevented or as a result of which the Provider cannot reasonably be expected to fulfil its obligations. These circumstances include, in any case, default by suppliers or other third parties on which the Provider depends in the context of the

implementation of the agreement, lack of raw materials, transport problems, war, riots, sabotage, floods, loss, damage and/or delays during and due to transport, extreme absenteeism and wildcat strikes by staff, actions/measures at customs, (temporary) closure of certain geographical areas, failed or disappointing harvest, fire, export or import bans, and other accidents and serious disruptions in the Provider's business or its clients, and national disasters. Force majeure is, in any case, understood to mean the COVID-19 pandemic and all measures taken by (foreign) local, regional and national governments.

17.2 If a situation occurs as referred to in Article 17.1. as a result of which the Provider cannot fulfil its obligation towards the Hirer, these obligations will be suspended as long as the Provider cannot fulfil its obligations. If the situation referred to in the previous sentence has lasted more than six (6) months, both parties have the right to dissolve the agreement in writing in whole or in part. In that case, the Provider is not obliged to pay compensation for any damage, even if the Provider enjoys an advantage as a result of the force majeure situation.

17.3 If the Provider, at the time the situation of force majeure commences, has partly fulfilled its obligations by virtue of the agreement or will be able to do so, the Provider is entitled to invoice the part that has already been fulfilled and/or is yet to be fulfilled separately. The Hirer will be obliged to pay this invoice on the

basis of an assumed separate agreement.

Article 18 – Applicable law and competent court

18.1 Dutch law applies exclusively to these General Terms and Conditions and to all offers and quotes issued by the Provider, as well as to all agreements between the Hirer and the Provider.

18.2 The Vienna Sales Convention (United Nations Convention on Contracts for the International Sale of Goods) is not applicable, as is any future international regulation regarding the purchase of movable property.

18.3 All disputes between the parties, arising from or otherwise related to quotes/offers, these General Terms and Conditions and/or agreements, by whatever name, will, to the exclusion of other courts, be submitted to the court in the Netherlands, district of Oost-Brabant, and regarding claims in preliminary relief proceedings to the preliminary relief judge of the court of Oost-Brabant, on the understanding that the Provider is at all times entitled to submit the case to the competent court in accordance with the statutory rules of competence.

18.4 If the parties agree on a different choice of forum in the Hire Agreement, this choice of forum will prevail.