

Article 1: scope of rented

1.1 All goods hired out by the lessor are considered to be moveable goods

1.2 The intention of parties during the rental of moveable goods [hereafter: the rented"] is temporary rental.

1.3 Included in the rented are all systems, installations and facilities provided by the lessor in, to and around the rented for the benefit of the rented, in so far as this is added to the rental agreement as an attached document initialled by parties "transfer from lessor to lessee" and/or not specified in the "transfer from lessor to lessee" document.

Article 2: condition of the rented

2.1 The rented as well as all accompanying moveable goods are surrendered at the start of rental and accepted by the lessee in the condition as stated in the document "transfer from lessor to lessee", at the least in the condition which the rented is in at that time. If at the commencement of the rental agreement, no "transfer from lessor to lessee" document was drafted, the rented is considered to be surrendered and accepted in a condition that is expected by the lessee as well maintained goods of the kind that the rental agreement relates to.

Article 3: defect

3.1 It is considered to be a defect if the condition or properties or other circumstance of the rented beyond the control of the lessee does not live up to the use that could reasonably be expected by the lessee upon entering into the rental agreement.

Article 4: inspection

4.1 Lessee is obliged to thoroughly inspect the rented before signing the "transfer from lessor to lessee" to establish whether the rented is suitable or can be made suitable by the lessee for the purpose that the lessee has in mind. If the lessor does not do this, the cost and risk are completely for account of the lessee. The lessor is only obliged to inform the lessee of defects that the lessor is aware of that could detract in relation to suitability. The lessor is not responsible for the consequences of possible defects that the lessor was not aware of and could not be expected to be aware of.

Article 5: purpose

5.1 Lessee is permitted to use the rented solely for the agreed purpose.

Article 6: assembly of the rented

6.1 The lessee determines the place where the rented will be erected. The lessee investigates and is responsible for whether the rented can safely be positioned without causing damage to property of the lessee or third parties and/or whether the rights of another are being infringed.

6.2 The lessee informs the lessor about the presence of pipes, cables, tubing and other works in, on or above the

ground.

6.3 The lessee declares that the lessor has drawn his attention to the fact that with regard to the presence of pipes, cables, tubing and other works in, on or above the ground, the lessee can contact "Klic" for information, on telephone number 0800-0080. The lessor cannot be held responsible for any information supplied by "Klic".

6.4 The lessee has complete responsibility for pipes, cables, ground works etc. present in, on or above the location where the rented is to be erected.

6.5 The terrain on which the rented is to be erected should be horizontal and level. The lessee will comply if the lessor requests a different location because the lessor considers the location to be unsuitable and /or unsafe and / not without risk to the rented, property of third parties or persons. If the lessee does not make use of the competence of the lessor, the lessee cannot make an appeal towards the lessor.

6.6 The lessee guarantees that on the day(s) required for delivery and/or assembly of the rented by the lessor, the terrain concerned will be completely free and clear and passable for vehicles, including [heavy] trucks. Provisions that are required to make this possible are made by the lessee and completely for account of the lessee.

Article 7: using the rented

7.1 If permission is required from a third party for erecting, using or placing of the rented, the lessee is responsible for obtaining timely permission. The lessee will inform the lessor of the permission obtained in writing. Not obtaining the required permission is totally for account and risk of the lessee. If the lessee does not inform the lessor of any permission, the lessor takes for granted that no permission is required from a third party. Should the lessor incur damages or costs during assembly of the rented due to permission not being obtained from a third party, the lessee is obliged to indemnify the lessor for these damages or costs.

7.2 Payments to third parties for positioning, keeping in position or removing the rented, in any way what so ever, are totally for risk and account of the lessee. Possible payments made by the lessor will be for account of the lessee, also if this has not been specifically agreed upon in the rental price, deposit or compensation for delivery of additional services.

7.3 The lessee will use the rented totally, completely and solely as agreed in the rental agreement for the purpose agreed upon for the complete duration of the agreed rental period. The lessee will take into consideration the existing rights of third parties, obligations towards third parties and requirements set or to be set by authorities and public utilities

7.4 The lessee will behave in accordance with the legal stipulations and local regulations as well as the customary behaviour regarding renting and letting, the government regulations, public utility companies and insurance companies and everything else that is considered fitting in social interaction.

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7.5 The lessee will take the oral and written instructions given by the lessor into account concerning proper use of the rented. This includes instructions with regard to maintenance, appearance and fire safety.

7.6 The lessor can refuse the lessee entry to the rented if the lessee wants to take the rented in use but has not [yet] met the obligations ensuing from the rental agreement. This does not have any effect on the commencement of the letting date and lessee's the obligations ensuing from the rental agreement.

7.7 In the event of snow, the lessee is obliged to immediately put heaters (have heaters put) into the rented so that heating guarantees complete thawing in order to prevent collapse related to snow on top of the rented.

7.8 In the event of the lessor not having the rented available for the lessee's disposal and/or not removing the rented from the lessee on time or otherwise not meeting its obligations towards the lessee, this cannot be attributed to the lessor if such is the result of conditions beyond the control of the lessor or the result of conditions unforeseen. This includes bad weather, fire, explosion or efflux of hazardous substances and /or gasses or risk of such, failure of duties on the part of the lessee or third parties such as suppliers and haulage companies, illness of specialized personnel as this is not easily replaced, industrial action/strike, blockade and government regulations.

7.9 The lessor always has the authority to enter the rented.

Article 8: [government] regulations and permits

8.1 The lessee is responsible for and takes care of the required permits and / or exemptions, which includes user permits related to the purpose of the rented. The costs related to this are for account of the lessee. Refusal or withdrawal of any permit will not be reason for cancelling the rental agreement or any other or further action against the lessor.

8.2 At commencement of the rental agreement, the lessee should make sure that the rented is suitable for the purpose intended by the lessee. If at commencement of the rental agreement or at a later stage, based on government regulations or regulations by authorized bodies, arrangements have to be made in relation to the intended or given purpose of the lessee, the lessee should inform the lessor of such immediately - preferably in writing – so that the lessor can assess whether, and if necessary, when these changes can come into effect. In that case, all costs related to this will be for account of the lessee.

8.3 If it is necessary to make changes in, to or on top of the rented for the benefit of (its) purpose, the lessee is also liable for meeting the requirements set or to be set for this purpose by the authorized bodies when the activities are being executed. The lessee is responsible for ensuring that the requirements are met in relation to the issued permits. However, the lessee does not indemnify the lessor from [government] orders to closer inspection or

from taking further measures.

Article 9: environment

9.1 If an environmental inspection of the terrain - on which the rented is (to be) positioned - is called for at the commencement and during the period of rental or directly after termination of the rental contract – and an equal investigation – below, in, to or around the rented higher concentrations are found of one or more substances that the first investigation relates to, the lessee is liable for the pollution and the cost of the ensuing damages to the rented and the lessee is responsible for costs related to neutralizing/removing the pollution or the required measures to do so.

The lessee indemnifies the lessor against claims from third parties, which includes government bodies.

9.2 The lessor does not indemnify the lessee from [government] findings for closer inspection or the taking of measures.

Article 10: prohibition and regulations for order

10.1 The lessee is not permitted to a: make constructional changes to the rented; b: make changes or alterations to the rented or to cover over, paint, or otherwise treat or damage the rented by scattering decorations such as serpentine, confetti or other polluters, whether or not due to the presence of third parties in the use of the rented; c. saw, hammer in nails, snip, glue, cut, spray etc in or to the rented;

d. have matters that are hazardous to the environment in, on or around the rented or immediate surroundings of the rented;

e. use the rented as such that this use could result in any kind of soil contamination or other environmental pollution or damage to the rented or damage to the appearance of the rented:

f. hang objects that are heavier than 30 kg in the rented unless prior written permission was obtained from the lessor;

10.2 Unless parties have agreed differently in writing, the lessor does not give permission for changes or additions that the lessee would like to make if by the end of the rental period, these cannot be undone without damage to the rented or without costs worth mentioning or if these changes and additions are unnecessary for functional use of the rented or if the use of the rented is not considerably increased, or if the lessor has weighty objections against these changes and/or additions.

10.3 The lessor retains the right to issue the lessee with regulations regarding desired changes or additions, such as with regard to the realization, location, dimensions and choices of material.

10.4 Changes and alterations made by the lessee, whether or not with permission of the lessor, are not part of the rented.

10.5 In so far as parties have not agreed differently in writing, the lessee must undo changes or additions made by or on behalf of the lessee before the end of the rental contract.

10.6 The lessee will, if applicable, make sure that all fire extinguishing provisions, exit and escape routes, emergency lighting and all other safety precautions in the rented are free and accessible at all times.

10.7 If additions made by the lessee with regard to maintenance or repair works or removal of the rented at the end of the rental period has to be executed by the lessor or a third party, the costs and risks related to the removal will be for account of the lessee, irrespective of whether the lessee had obtained permission from the lessor for these matters or not.

Article 11: requests /permission

11.1 If the lessor or lessee wishes to effect a deviation or add a supplement to the rental agreement after signing the agreement, the lessee or lessor has to submit a request for the supplement or deviation in writing to the other party.

11.2 If and in so far as any stipulation of the rental agreement requires the permission of the lessor or lessee, it will only be considered as having been granted if the permission is granted in writing.

11.3 Permission granted by the lessor or lessee is once only and does not apply to other or successive cases. The lessor and the lessee are entitled to attach conditions to permission(s).

Article 12: sublet

12.1 Subject to prior written permission from the lessor, the lessee is not permitted to partly or completely sublet the rented to a third party nor lend or give a third party the use of or disposal over the right of rent or use, whether in part or in whole.

Article 13: change of rental price

13.1 The lessor retains the right – provided that it is agreed upon in the rental agreement – to effect interim rental price changes in accordance with the stipulated conditions in the rental agreement.

Article 14: cancellation of the rental agreement before commencement of the rental period

14.1 The lessee is authorized to cancel the rental agreement before the commencement of the rental period, provided that the lessor is compensated as follows;

- a. 25% of the rental price is paid by the lessee if cancellation takes place more than 120 days before date of commencement of the rental period;
- b. 40% of the rental price is paid by the lessee if cancellation takes place between the 120th day up to and including the 61st day before date of commencement of the rental period;
- c. 60% of the rental price is paid by the lessee if cancellation takes place between the 60th day up to and including the 31st day before date of commencement of the rental period;
- d. 70% of the rental price is paid by the lessee if cancellation takes place between the 30th day up to and

including the 7th day before date of commencement of the rental period;

e. 100% of the rental price is paid by the lessee if cancellation takes place between the 6th day and less before date of commencement of the rental period.

Article 15: end of the rental agreement or use

15.1 Unless differently agreed upon in writing, the lessee will return the rented back to the lessor at the end of the rental agreement or at the end of use of the rented in the same condition as described in the document 'transfer from lessor to lessee' at the commencement of the rental agreement.

The lessor and lessee record the condition of the rented together at the end of the rental agreement or at the end of the period of use, in the document 'transfer from lessor to lessee'.

15.2 If there should not be a document for commencement of rent or 'transfer from lessor to lessee' or a report of return at the end of the rental, the lessee will deliver the rented to the lessor at the end of use in a condition that the lessor might expect to be a well maintained condition of the kind that the rental agreement pertains to, without shortcomings and taking into account normal wear and tear.

15.3 In the event of discussion about the condition of the rented at the commencement of rental, it is assumed that the rented was in a good condition and without shortcomings when handed over to the lessee.

15.4 If the lessee has terminated use of the rental prematurely, the lessor is entitled to obtain access to the rented to take possession of the rented and costs incurred will be for account of the lessee, without the lessee retaining the right to damages.

15.5 Well in advance of the end of the rental agreement, parties should jointly inspect the rented, and issues related to the inspection should be recorded on the document 'transfer from lessor to lessee' and signed.

15.6 If the lessee does not cooperate with an inspection within a reasonable term and, after having been given due opportunity, does not cooperate with regard to recording of findings and agreements as stated in the document 'transfer from lessor to lessee', the lessor is authorized to execute this inspection without the presence of the lessee in which case the document will be binding for both parties. The lessor will immediately provide a copy of the report to the lessee.

15.7 The lessee is obliged to execute the activities or have the activities executed based on the stipulations in the rental agreement and the document 'transfer from lessor to lessee' – or activities to be stipulated within a term or terms agreed on by parties - to the satisfaction of the lessor.

If the lessee remains partly or wholly in default of meeting his/her obligations after having been served notice, the lessor is entitled to have these activities executed and the cost of this will be recovered from the lessee.

15.8 The lessee will deliver the rented as vacated,

decently cleaned and including all matters that belong to or should be in, on, next to and under the rented or that belongs to the lessor. The lessee is obliged to remove all matters that have been added or attached by him/her in, on, on top of the rented at his/her own cost. Matters that have not been removed will be removed for the account of the lessee.

15.9 If the lessee does not deliver the rented for disassembly as being property of the lessor on the last day of the rental period at the very least, the following will apply:

Over the time that the lessor is involved with regaining possession of the rented [including the disassembly time], calculated from the date of end of the rental agreement, the lessee is under obligation to the lessor for an amount calculated according to the last valid rental price and compensation for additional delivery of services, unabated the lessor's claim to compensation for further damages and costs.

15.10 The lessee guarantees that on the day(s) required for disassembly and removal of the rented by the lessor, the terrain concerned will be completely free and clear and passable for vehicles, including [heavy] trucks. Provisions that are required to make this possible are made by the lessee and completely for account of the lessee.

15.11 The lessor is authorized to partly or wholly dissolve the rental agreement if the lessee, after having been served notice of default, does not act in compliance of his/her obligations within a reasonable term.

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The lessor is authorized to dissolve the rental agreement starting immediately if the lessee files for suspension of payment or bankruptcy, the Debt Rescheduling (Natural Persons) Act [WSNP] or if these are declared or if the lessee partly or wholly suspends his/her company or transfers this to a third party.

In the case of suspension of payment, bankruptcy, WSNP, transfer/conveyance of (the company of) the lessee, the lessor is authorized to repossess the rented with immediate effect. Any costs incurred are for the account of the lessee.

Article 16: damages and liability

16.1 The lessee will take timely and appropriate action to prevent and limit damages to the rented such as the result of damage due to short circuiting, fire, leakage, snow, storm, frost or any other weather conditions, intake and efflux of gasses, liquids etc, The lessee should immediately inform the lessor if such an event occurs or is threatening to occur.

16.2 The lessee is liable towards the lessor for all damages and losses to the rented unless the lessee is able to prove that he/she, the people that the lessee has permitted entry to the rented, his/her personnel and the people for whom the lessee is responsible cannot be blamed or held responsible due to negligence on their part.

16.3 The lessee safeguards the lessor against fines incurred by the lessee due to behaviour or negligence on the part of the lessee.

16.4 The lessor is not liable for consequences due to defects that he was not aware of or could not have been aware of at the time of entering into the rental agreement.

16.5 The lessor is not liable for damages caused to the person or the goods of the lessee or of third parties that are present in or around the rented. The lessee indemnifies the lessor from claims by third parties.

16.6 The lessee is responsible for damages ensuing from changes, alterations or additions made by him or on his behalf. The lessee indemnifies the lessor from claims by third parties for damages caused by facilities provided by and changes made by the lessee.

16.7 The lessor is not liable for obstructions in the use of the rented caused by third parties or for defects that have occurred in the use of the rented and caused by third parties or for defects that have occurred due to maintenance responsibilities that were not executed by the lessee.

Article 17: Deposit

17.1 As security for proper compliance of obligations resulting from the rental agreement, the lessee will pay the lessor a deposit. Should the lessee fail to meet his obligations in time and in full, the lessor retains the right to keep the deposit and deduct the cost of damages caused by the lessee without needing the permission of the lessee and irrespective of the possibilities for recovering damages caused by the lessee that exceed the amount of the deposit paid.

17.2 If the deposit is used by the lessor during the rental period, the lessee must pay a new deposit within a certain term set by the lessor.

Article 18: default and costs

18.1 Default comes into effect once one party has informed the negligent party of being in default in writing, and has summoned the party to meet his obligations within a reasonable time and if there has been no response to the summons within the set time period.

18.2 In all cases where the lessor issues a notice of default, summons or serves a writ against the lessee or in the case of starting procedures against the lessee in order to force the lessee to comply with the rental agreement or to evict the tenants in order to have disposal over the rented, the lessee is obliged to pay the lessor for all costs incurred at law and otherwise

18.3 From the day of being in default to the day of payment in full, the lessee is obliged to pay the lessor the amount of interest allowed by law over the outstanding amount.

Article 19: payments

19.1 The payment of the rental price and everything else that is payable by virtue of this rental agreement will be settled on the due date (at very latest), in legal Dutch

tender – without postponement, discount, deduction or credit reductions, by deposit or bank transfer to a bank account provided by the lessor or in cash.

Article 20: joint and several liability

20.1 If several [natural or corporate legal] persons or bodies have entered into the agreement as lessee, these are severally and individually liable to the lessor for all obligations ensuing from the rental agreement.

20.2 The obligations resulting from the rental agreement are several liability, also with regard to heirs and assignees.

Article 21: penalty clause

21.1 If the lessee does not meet his/her obligations after having been properly informed of being in default by the lessor for not complying with the rental agreement and stipulations in these general terms and conditions of rental, the lessee forfeits to the lessor, in so far as no specific penalty has been agreed, an immediately payable/claimable penalty of 20% of the total rental amount per day that the lessee is in default. In this regard, part of the day counts as a full day. The previous does not impede the lessor's right to complete compensation.

Article 22: complaints and disputes

22.1 The lessee will submit wishes and complaints in writing. In urgent cases, oral information will suffice. In cases of such nature, the lessee should follow this wish or complaint up with written confirmation at the earliest opportunity.

22.2 Dutch law applies to this "General terms and conditions of rental TVD".

Article 23: other and final clauses

23.1 The "General Terms and Conditions of Rental TVD" apply, with the exclusion of possible [general] conditions of the lessee.

23.2 If part of the rental agreement or part of the "General Terms and Conditions of Rental TVD" is declared invalid or null and void, this does not impede the remaining part of the rental agreement or part of the "General Terms and Conditions of Rental TVD".