

Rentman | Terms and Conditions for the sale of Goods

This document contains the terms and conditions applicable to the sale of goods by **Rentman B.V.**, registered with the Dutch Chamber of Commerce under registration no. 60733144 (hereinafter: "**Rentman**").

Article 1 Definitions

The capitalized terms used in these Terms and Conditions are understood to have the meaning as described in this article.

- 1.1 **Agreement:** means any Agreement between the Parties under which Rentman sells Goods to the Customer, of which these Terms and Conditions form an integral part.
- 1.2 **Customer:** means any legal entity or natural person acting in the course of its business or profession that concludes an Agreement with Rentman for the sale and purchase of Goods.
- 1.3 **Goods:** means tangible goods offered for sale by Rentman.
- 1.4 **Party:** Rentman and the Customer (plural) or either Rentman or the Customer (singular).
- 1.5 **Order:** means any order placed by the Customer for the purchase of Goods.
- 1.6 **Quotation:** means any offer from Rentman, in writing or otherwise, describing the Goods to be sold by Rentman to Customer, which incorporates these Terms and Conditions for the sale of Goods.
- 1.7 **Terms and Conditions for the sale of Goods:** means these general terms and conditions.

Article 2 Applicability

- 2.1 The Terms and Conditions for the sale of Goods apply to all (future) offers, Quotations, Agreements and deliveries of Goods by Rentman, unless the Parties have explicitly agreed otherwise in writing.
- 2.2 If the Customer's Order, confirmation or any other communication alleging acceptance of the Terms and Conditions for the sale of Goods includes any provisions that differ from, or are not included in the offer from Rentman, a Quotation and/or these Terms and Conditions for the sale of Goods, such provisions will only be binding upon Rentman if and in so far as Rentman has accepted them explicitly in writing.
- 2.3 If any of these Terms and Conditions for the sale of Goods shall be null and/or void or if one or more Terms and Conditions for the sale of Goods are annulled, this shall have no consequences for the applicability of the other terms included herein. Should such a situation occur, then the Parties shall agree on new terms in replacement of such annulled or null or void term(s), which shall be consistent with the purpose and purport of the annulled or null or void term(s).
- 2.4 The Customer guarantees that the individual who places any Orders, requests or accepts any offers, Quotations and/or requests thereto and/or performs any other (legal) acts in relation to the sale and purchase of Goods and/or any other acts in

relation to the Goods, is lawfully representing the Customer, regardless the legal form of the Customer.

Article 3 Conclusion of the Agreement

- 3.1 Promises made in any offers, Quotations, catalogs, brochures and price lists shall not serve to bind Rentman and shall only be applicable as an invitation to Customer to submit an Order for the purchase of Goods.
- 3.2 An Agreement shall only be concluded if and when Rentman has confirmed the Customer's Order in writing. Customer's acceptance of a Quotation shall also be interpreted as an Order.
- 3.3 Rentman reserves the right to reject Orders before its confirmation, without being required to provide any reason.
- 3.4 Obvious errors (*kennelijke vergissingen*) or any other honest mistakes made in any offer or Quotation from Rentman, to be determined at Rentman's sole and reasonable discretion, shall not serve to bind Rentman.
- 3.5 Any order confirmation from Rentman will be deemed to accurately and completely reflect the Agreement. The Customer is required to verify the contents of each order confirmation without undue delay and must, in case the Customer is of an opinion that the order confirmation does not accurately reflect the Agreement, object to Rentman in writing within a period not exceeding two calendar days from the date the order confirmation was sent. If the Customer does not object within the aforementioned period, the order confirmation shall be considered verified and accepted by the Customer. In case of a timely received objection from the Customer, the Parties will jointly resolve the issue and determine the correct contents of the Agreement followed by a newly issued order confirmation to be sent by Rentman which confirmation shall also be subject to this clause.
- 3.6 If, after conclusion of the Agreement, it appears that Rentman's offer or Quotation was based on incorrect or incomplete information as provided by the Customer, Rentman will have the right to unilaterally amend and correct the Agreement accordingly.
- 3.7 In the event that unforeseen circumstances arise between the date of conclusion of the Agreement and its execution, which circumstances increase the cost or expenses of Rentman to execute the Agreement and which have not been included in the agreed prices, Rentman shall be entitled to unilaterally adapt its prices accordingly to a reasonable extent.
- 3.8 If and when an Order is accepted by Rentman, an Agreement will be formed that cannot be canceled (*opzeggen*), dissolved (*ontbinden*), annulled (*vernietigen*) or terminated (*anderszins beëindigd*) by the Customer other than stipulated in the Agreement. The Customer hereby renounces his right to dissolve, annul and/or alter the Agreement based on article 6:265 and further, article 6:228 respectively article 6:230 of the Dutch Civil Code.
- 3.9 The Agreement may only be amended with the Parties' mutual consent, except insofar as the Agreement provides otherwise.

Article 4 Delivery

- 4.1 None of the (delivery) periods stated or agreed by Rentman are fatal deadlines. Rentman will make a proper effort to honor the (delivery) periods as much as reasonably possible. If delivery does not take place on, or within the applicable delivery period, Rentman shall endeavor to inform the Customer accordingly in writing.
- 4.2 The mere fact that a (delivery) period or (delivery) date, final or otherwise, specified by Rentman or agreed between the Parties has been exceeded, shall not mean that Rentman is in default. Rentman shall not be in default until such time as the Customer has given proper written notice of default, granting Rentman a reasonable period of time to remedy the default.
- 4.3 If certain Goods are not in stock, or permanently out of stock, Rentman will have the right to deliver the Goods in parts or, at Rentman's reasonable discretion, to deliver similar Goods in terms of quality and price.
- 4.4 Unless agreed otherwise in writing, transport shall take place at the cost and risk of the Customer and the Customer shall be responsible for reporting to Rentman any missing or damaged Goods upon receipt and to file the proper notification for claim with the carrier, unless Rentman has notified the Customer it shall file such claim.
- 4.5 Without prejudice to the previous clause, in any case, the risk of loss, theft or damage of the Goods shall pass to the Customer no later than at the time at which the Customer or an auxiliary person of the Customer comes into possession thereof.
- 4.6 If the Customer fails to indicate that the delivered Goods do not (according to the Customer) comply with the Agreement by written notice to Rentman within a period of seven (7) days after delivery, or if the Customer takes the delivered Goods into operational use, in full or in part, then the delivered Goods will be deemed to comply with the Agreement. Any notice shall include a detailed description of the issue at hand, to enable Rentman to react adequately. The Customer shall provide Rentman with the opportunity to investigate any of Customer's claims.
- 4.7 Goods delivered can be returned only with Rentman's prior written consent, under reasonable conditions to be set by Rentman. All costs related to return shipment will be borne by the Customer, unless the Parties have agreed otherwise in writing.
- 4.8 If the Customer refuses to accept delivery of the Goods or fails to provide the information or instructions required for the delivery as agreed, the Goods shall be stored at the cost and risk of the Customer.
- 4.9 Rentman shall be allowed to engage third parties in the execution of the Agreement.

Article 5 Pricing

- 5.1 All prices communicated by Rentman shall be in Euros and are excluding VAT and other government levies, installation, duties or custom fees, transport costs, unless the Agreement expressly indicates otherwise.

Article 6 Payment

- 6.1 All amounts owed in consideration for the purchase of Goods, if any, are immediately payable when Goods are ordered by the Customer through Rentman's website, or else, amounts will be invoiced digitally prior to delivery of the Goods. In case of payment by invoice, amounts must be paid within fourteen (14) days after the invoice date, unless

the invoice mentions otherwise. Rentman reserves the right to suspend delivery in case payment has not yet been received in full prior to delivery.

- 6.2 If the Customer fails to pay the amounts due within the agreed term, the Customer will be liable for payment of the statutory commercial interest, referred to in Section 6:119a of the Dutch Civil Code, on the outstanding amount, as well as any extrajudicial costs, including costs for lawyers, bailiffs and legal experts, without notice of default being required. In addition, Rentman will be entitled to suspend its performance of the Agreement until all amounts due have been paid.
- 6.3 A claim for payment becomes immediately due and payable in the event the Customer is declared bankrupt, applies for a suspension of payment, all or part of its assets are attached or is liquidated.
- 6.4 Any amount due shall be paid by the Customer without any deduction, set-off or counterclaim. The Customer shall not have the right to suspend payment. If any amount due under the Agreement has not been received within the period mentioned in the Agreement, the Customer shall be in default without any further notice being required.

Article 7 Retention of Title

- 7.1 All Goods (to be) delivered to the Customer under the Agreement shall remain the property of Rentman (or its suppliers) until such time as all amounts owed by the Customer to Rentman pursuant to the Agreement have been paid in full.

Article 8 Warranty

- 8.1 Goods purchased by the Customer may be subject to manufacturer's warranty in certain cases. Information on the manufacturer's warranty can be found on the website or in the documentation provided by the manufacturer along with the Goods. When claiming the manufacturer's warranty, the Customer will have to revert to the relevant manufacturer.
- 8.2 The warranty on Goods as supplied by Rentman is limited to the warranty, if any, as provided by the manufacturer of the Goods. Title 7.1 of Book 7 of the Dutch Civil Code does not apply to the Agreement insofar it relates to warranty, and warranty related remedies.

Article 9 Liability

- 9.1 Rentman can only be liable towards the Customer for direct damages as a result of an attributable failure in the performance of the Agreement. Rentman' liability for indirect damages is excluded. For the purposes of the Agreement, indirect damages include lost savings, loss of profit, damage to reputation and damage due to business interruption.
- 9.2 Without prejudice to the foregoing, Rentman' liability for direct damages is per Agreement limited to the amount (excluding VAT) that the Customer has paid Rentman under the Agreement.
- 9.3 Rentman's liability for an attributable failure to perform the Agreement only arises if the Customer gives Rentman prompt and proper written notice of default, giving Rentman a reasonable time period to remedy the default, and Rentman continues to fail to perform its obligations even after that time period. The notice of default must contain as

detailed a description of the breach as possible so that Rentman is able to respond adequately.

- 9.4 The limitation of liability as referred to in the previous paragraphs will lapse if and to the extent that the damage is the result of intent or deliberate recklessness on the part of Rentman's management.
- 9.5 Any right to compensation is subject to the condition that the Customer notifies Rentman in writing of the damage within thirty (30) days after its discovery.

Article 10 Force majeure

- 10.1 Rentman cannot be obliged to perform any obligation under the Agreement if the performance is prevented due to force majeure. Rentman is not liable for any loss and/or damage due to force majeure.
- 10.2 Force majeure is considered to exist in any event in case of power outages, Internet failures, telecommunication infrastructure failures, network attacks (including D(DOS) attacks), attacks by malware or other harmful software, civil commotion, natural disaster, terror, mobilization, war, import and export barriers, strikes, stagnation in supplies, fire, floods and any circumstance whereby Rentman is not enabled to perform or prevented from performing by its suppliers, irrespective of the reason.
- 10.3 If a force majeure situation has lasted for more than ninety (90) days, both Parties will be entitled to terminate (*ontbinden*) the Agreement in writing with immediate effect.

Article 11 Miscellaneous

- 11.1 This Agreement is governed exclusively by Dutch law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (*Weens Koopverdrag*) is excluded.
- 11.2 Any dispute between the Parties in connection with or arising from the Agreement will be submitted to the competent court in the Netherlands in the district where Rentman has its registered office.
- 11.3 Where the Agreement refers to "written" or "in writing", this also includes e-mail communication provided the identity of the sender and the integrity of the content can be adequately established.
- 11.4 The version of any communication of information as recorded by Rentman will be deemed to be authentic unless the Customer supplies proof to the contrary.