

**Customer creation form Collé Rental & Sales ApS**

Date \_\_\_\_\_

Name accountmanager \_\_\_\_\_

**COMPANY INFORMATION & CONTACT PERSON**

Company name	<input type="text"/>	Zip code	<input type="text"/>	Town	<input type="text"/>
Postal address	<input type="text"/>	Zip code	<input type="text"/>	Town	<input type="text"/>
Visit address	<input type="text"/>				
Telephone number	<input type="text"/>				
E-mail address	<input type="text"/>	Chamber of Commerce	<small>To be completed by administration Collé Rental &amp; Sales:</small>		
E-mail (invoice)	<input type="text"/>	<input type="text"/>	Deb. No.	<input type="text"/>	
Website	<input type="text"/>	VAT No.	<input type="text"/>	Search code	<input type="text"/>

**CONTACT DETAILS ACCOUNTS PAYABLE DEPARTMENT**

Name	<input type="text"/>	Telephone number	<input type="text"/>
Surname	<input type="text"/>	Mobile number	<input type="text"/>
E-mail address	<input type="text"/>	E-mail address 2	<input type="text"/>

**PAYMENT INFORMATION**

Deposit	<input type="checkbox"/> Yes <input type="checkbox"/> No	IBAN	<input type="text"/>	BIC	<input type="text"/>
Currency	<input type="checkbox"/> EUR <input type="checkbox"/> DKK				

**SIGNATURE**

By signing you agree to our General Delivery Terms and Conditions Collé, which you have received.

**OTHER INFO**

Purchase order regarding hiring machinery  Yes  No

**PAYMENT CONDITIONS**

Yes, 14 days from invoice date  No, other

**SENDING ATTACHMENTS**

Add the following documents to this form:

Current Chamber of Commerce extract

**COLLISION DAMAGE WAIVER (CDW)**

Yes  No, other

**CLIENT**

Name	<input type="text"/>
Function	<input type="text"/>
Date	<input type="text"/>
Signature	<input type="text"/>

**ACCOUNTMANAGER COLLÉ RENTAL & SALES**

Name	<input type="text"/>
Function	<input type="text"/>
Date	<input type="text"/>
Signature	<input type="text"/>

**Collé Rental & Sales ApS**

For payment in Euro's: IBAN: DK2830004383257212

For payment in Danish Kroner: IBAN: DK2330000013420300

CVR-Nr.: 42869252SE-Nr.: DK42869252

The general terms and conditions can be found on our website at [www.colle.eu](http://www.colle.eu)

Please send this form to [backofficebenelux@colle.eu](mailto:backofficebenelux@colle.eu)



# GENERAL TERMS AND CONDITIONS OF DELIVERY

I. GENERAL SECTION:

Article 1 - Structure General Terms and Conditions of Delivery

- 1.1. These General Terms and Conditions of Delivery consist of a general and a specific section. The specific section contains several chapters with specific conditions regarding the diverse business activities. Therefore it is possible that more chapters are applicable to the Contract.
- 1.2. If and insofar a condition in the specific section is inconsistent with a condition in the general section, the condition of the specific section will prevail, if the condition of the specific section is applicable.
- 1.3. If and insofar multiple chapters are applicable to the Contract or Order and if (one of) their conditions (is) are inconsistent, the condition with the least limitations for Collé will prevail.

Article 2 - Definitions

The capitalized terms in these General Terms and Conditions of Delivery have the following meaning:

- Budget: the total of estimated revenue and planned expenditure, established for a specified future period.
- Client: every party who requests a quotation or has concluded or wishes to conclude a Contract concerning services or advice.
- Collé: Collé Rental & Sales ApS, CVR-no. 42869252 and Collé Fyn ApS, CVR-no. 42869236.
- Continuing performance contract: contract in which the parties agree to provide continuous, recurring or consecutive performances at successive times.
- Contract or Order: the agreement between Collé and the Client(s).
- Collision damage waiver or CDW: the Damage waiver options as laid down in these General Terms and Conditions of Delivery which limit the rights of Collé for which compensation may be due by Client caused by theft, lost or damage of the Rented Products up to the amount of the applicable own risk.
- Defect(s): abnormality to a product existing at the time of delivery such as defects and malfunctions, which are the result of manufacturing and/or faulty materials or the lack of (agreed) specific essential requirements and/or characteristics, resulting in an unfulfilled contract. Defects explicitly excludes malfunctions and defects occurring after delivery, including, but not limited to accidental damage, defects and malfunctions caused by Improper use or storage, Improper handling, inadequate maintenance or normal wear and tear.
- General Terms and Conditions of Delivery or Terms: the present General Terms and Conditions of Delivery.
- Improper and/or Injudicious use: including, but not limited to, use for purposes other than for which the Rented Goods are meant, operation by uncertified or (legally) unqualified/unauthorized persons, untimely refill or the use of incorrect oil, lubricants, fuel, anti-freeze mixture, incorrect or the failure to use stamps, overload or overloading, transport of trailers and/or other equipment connectable to a motor vehicle driven by a driver without the proper driving licence category regarding the combination of vehicles, performing repairs, switch off of (safety) devices and/or other (sub-) systems, tilting due to too large angle of inclination, acts in breach of the directions of Collé and/or the manufacturer and/or the instructions included in the rental agreement, incorrect or unsuitable transport, failing imposition of measures in order to prevent damages in case of announced extreme weather conditions such as storm and hail, acts in breach of a statutory obligation or (local and/or temporary) regulations.
- Installation: the installation of all supply and return lines, wiring and connections required for the correct assembly of the Product.
- Order confirmation: a confirmation in Writing of the Quotation by Collé.
- Parties: Collé and the Client(s) who have reached an (Continuing performance) Contract
- Product: every physical object, moveable or immovable, which forms part of the Contract.
- Quotation: any (Written) offer.
- Rented Products: each and every Product rented to the Client by Collé.
- Services: by or on behalf of Collé (whether or not as contractor) executed assignments,
- Activities and/or advices provided.
- Trainee: a person who is or would be in training.
- Training: meeting(s) with the aim the transfer of knowledge and/or skills.
- Training Materials: any material supplied by Collé such as course books, examination training, movies, software, files, pocket cards, maps, legislative texts, reference books, question papers etcetera.
- Work: all activities for which Collé has received instructions or which are in any other account (directly) related to the Contract or Quotation.
- Written or in Writing: in writing shall also be understood to mean by fax or e-mail or any other means of communication which can, given the state of technology and conventional practices, be considered as equivalent thereto.

Article 3 - Applicability

- 3.1. These General Terms and Conditions of Delivery apply to all negotiations, offers, Quotations, Order confirmations, Contracts, Services, Work, or other legal relations on which Collé declared these Terms applicable, insofar as these Terms have not been explicitly deviated from by the parties in writing.
- 3.2. If the Client accepts and retains, without comment, a Quotation, Order confirmation or Contract which refers to these Terms, the Client shall be deemed to have agreed to the application of these Terms in their entirety.

# GENERAL TERMS AND CONDITIONS OF DELIVERY

- 3.3. All Contracts will be deemed to have exclusively been given to and accepted by Collé.
- 3.4. General terms and conditions of the Client do not apply. Collé explicitly rejects the applicability of any general terms and conditions imposed by the Client.
- 3.5. Only when explicitly agreed to in writing, at the request of the Client and strictly concerning a given Contract, it is possible to deviate from one or some of the provisions of these Terms without effecting or terminating the other provisions of these Terms.
- 3.6. If any provision of these Terms proves to be invalid in any way, this shall not affect the validity of the Contract as a whole. The Parties shall in that case lay down (a) new provision(s) by way of replacement, which reflects the intent of the original provision as closely as possible.
- 3.7. In case of ambiguities or conflicts relating to the interpretation or content of these Terms or in case a conflict arises about something which is not regulated in these Terms, this will be assessed to the spirit of these Terms.
- 3.8. If Collé does not always require the strict compliance of these Terms, this does not imply that the stipulations does not apply or that Collé loses the right to require the strict compliance of these conditions in other cases.
- 3.9. In the event of any conflict or inconsistency between the translations of the text of these Terms the Danish text will always prevail.
- 3.10. In the event of any conflict or inconsistency between provisions of these Terms and the Order confirmation or the (Continuing performance) Contract, the provisions of the Order confirmation or the (Continuing performance) Contract will prevail.
- 3.11. Collé reserves the right to amend or supplement these Terms. Deviations also apply to Contracts already concluded. Deviations will be communicated to Client by e-mail and shall enter into force 30 days after its publication.

Article 4 - Offers

- 4.1. All offers, such as Quotations and Budgets, made by Collé shall be without commitment.
- 4.2. The acceptance of Quotations in any manner (in Writing, by fax, e-mail, verbal or otherwise) are irrevocable for the Client.
- 4.3. Collé is entitled to refuse an Order at any time without stating its reasons for doing so.
- 4.4. If the Client accepts a Quotation, Collé shall be entitled to revoke its offer within two (2) workdays after the acceptance.
- 4.5. Any (alleged) inaccuracies in the Order confirmation of Collé should be communicated to Collé in writing within three (3) days of the date of the confirmation, failing which the Order confirmation will be considered to be an accurate and complete representation of the Contract and the Client will be bound to it.
- 4.6. If the Client does not accept an offer, Collé shall be entitled to charge the Client for any expenses incurred in making the offer.
- 4.7. Before Collé can be deemed bound to the acceptance of an offer, verbal promise, amendments and supplements of existing Contracts, the content of all pricelist attached to the offer, brochures and other information, Collé has to confirm this in writing or started the execution of the Contract.
- 4.8. The price calculation and conditions of a Quotation shall be valid for fourteen (14) days after the date of the offer.
- 4.9. Every new price calculation and/or conditions of a Quotation by Collé will replace the previous one(s).
- 4.10. A composite price calculation shall not oblige Collé to deliver part of the proposal stated in this estimate for a corresponding part of the price.
- 4.11. The offers are based on the information known by Collé at the time of the offer and can be based on the information provided by the Client at the time of the price request.
- 4.12. If the person signing the Quotation, Order confirmation or Contract is signing on behalf of one or several other persons, the person signing is, without prejudice to the liability of those others, liable to Collé as if he himself was the Client.

Article 5 - Contract

- 5.1. The contract between Collé and the Client is agreed upon for an undetermined period of time, unless the nature of the Contract suggests otherwise or if Parties have agreed otherwise explicitly in writing.
- 5.2. Apart from the effort of the Parties, the duration of the Order can be influenced by a wide range of factors such as the quality of the information given to Collé and cooperation. Therefore it is not possible for Collé to provide an exact indication of the time required for the execution of the Order.
- 5.3. Expected delivery times are determined approximately and can never be qualified as a fatal deadline. In case Collé fails to meet the deadline the Client needs to declare Collé in default in writing and Collé should be allowed a reasonable period of time during which Collé can fulfil its obligations. This reasonable period of time shall at least equal the original delivery time. The mere fact that a delivery period is exceeded does not entitle the Client to compensation.
- 5.4. The delivery time starts after Collé has received the signed Quotation, Order confirmation or Contract, as well as the agreed upon down-payment or advance payment.
- 5.5. Specifications of the Products and Work to be delivered will be provided in good faith.
- 5.6. Collé reserves the right to temporarily or permanently suspend the execution of the Contract without judicial intervention if the Client fails to (timely) meet any contractual obligation. Suspension of the execution of the Contract will never entitle the Client to any right of compensation.
- 5.7. Minor deviations from the Contract by Collé are acceptable if they do not essentially affect the performance to be delivered by Collé, unless the Client has explicitly stated essential requirements in writing before the

- conclusion of the contract
- 5.8. Only if the Client proves that the deviation from the Contract or the by Collé provided information is to such extent that compliance within reason can no longer be requested from the Client, the Client shall be entitled to dissolve the Contract. Collé shall not be obligated to provide any compensation for damages under any circumstances.
- 5.9. If the Client wishes to dissolve the Contract without any shortcomings in the fulfilment of the Contract of Collé and Collé agrees, the Contract will be terminated by mutual agreement. In this situation Collé is entitled to compensation of all pecuniary damage, such as any loss suffered, loss of profit and costs incurred.

Article 6 - Information en compliance

- 6.1. All information provided by Collé are merely examples of which no rights can be derived from. Indications of dimensions, colours, quality, performance and other properties will be made with great care but Collé cannot guarantee that deviations will not occur. These indications must therefore be considered approximations and are not binding. Deviations of these indications cannot be deemed as shortcomings.
- 6.2. All information provided by Collé remains under the ownership of Collé and may not be reproduced and/or supplied to third parties without the explicit permission of Collé in writing. The information provided to the Client shall be immediately returned at the first request of Collé.
- 6.3. The Client must ascertain that the Products which he is to order and/or which he has ordered and the corresponding packaging and other information does comply with all governmental regulations prescribed with regard thereto in the country of destination. The use of the Products and their conformity with the government regulations is at the risk of the Client.

Article 7 - Price

- 7.1. The prices quoted by Collé shall apply only to Services and Products conforming the agreed specifications.
- 7.2. Collé is entitled to demand a full or partial advance payment.
- 7.3. Unless explicitly agreed otherwise, all prices quoted do not include costs to be incurred in the context of the Contract such as travel and subsistence expenses, transportation costs, costs of postage, small materials, travel time, maintenance, fuel, oil, cleaning, packaging, costs of CDW, sales tax (VAT) and other government imposed levies. If no fixed price is agreed, the price will be calculated on the basis of the hours spent.
- 7.4. If no VAT was charged by Collé, when Collé was obligated to do so, Collé is entitled to charge the Client. The Client will pay the VAT due to Collé immediately after the receipt of the (corrected) invoice. The Client agrees to indemnify Collé for every damage (including imposed fines) which Collé consequently suffers.
- 7.5. If no price, or only a estimated price, has been agreed upon between the parties or if the price can be altered according to these Terms, the Client will be billed based on subsequent calculation including a reasonable profit mark-up.
- 7.6. When in drawing certain costs or cost items of the budget cannot be overlooked, because this example depend on the progress of the project or quotations from third parties or otherwise cannot be predicted with certainty, this token may be included. The inclusion thereof shall be done retrospectively based on subsequent calculation including a reasonable profit mark-up.
- 7.7. The quoted prices shall apply only to Services and Products conforming to agreed specifications. Collé is entitled to increase the agreed price if, after the conclusion of the Contract, after the occurrence of unforeseen Work, increase in costs relating to the execution of the Contract or due to (amended) laws and/or regulations occur.
- 7.8. If currency changes occur after the conclusion of the Contract and they effect the agreed upon prices, Collé is entitled to pass on the price increase to the Client.
- 7.9. If the briefing of the Client requires the explorations of different possibilities by Collé before a final proposal can be drawn up, this Work will be part of the Contract based on the final proposal. The costs will be charged to the Client.

Article 8 - Amendments, extra work and price or fee adjustments

- 8.1. Collé will sincerely consider a request of the Client to amend or correct the Contract. Collé is however under no obligation to accept such a request and can require a separate Contract in writing.
- 8.2. If Collé agrees to amend, complement or correct the Contract, this may affect the agreed upon price or the agreed upon time of delivery. Reduced work may lead to a reduction of the agreed upon price, Collé however reserves the right to charge the Client with the costs incurred and lost profit.
- 8.3. If extra Work is required for the execution of the Contract, which was not foreseen at the time of the conclusion of the Contract or if this extra Work is due to the behaviour and/or concealment or false or unclear statements of the Client, the extra Work will be charged to the Client according to the usual rates of Collé. Extra Work as referred to in this Article includes but is not limited to waiting periods, extra travel time and other delays attributable to the Client.
- 8.4. If a fixed price is agreed upon in the contract and the Parties intend to conclude a separate Contract regarding extra Work or activities, Collé shall inform the Client in advance about the financial consequences of the extra Work or activities.
- 8.5. If the Client is unwilling to pay the additional costs due to the extra Work or activities, the extra Work or activities will not be executed. The Client is however bound to the original Contract.
- 8.6. All prices can be indexed/adjusted annually on the 1st of January.
- 8.7. Exceeding the Budget or Quotation to 10% (excluding VAT) will be accepted

- ted by the Client as a budgetary risk and does not need to be reported in advance by Collé. Exceeding's due to sales conditions of suppliers of Collé and third parties engaged by Collé, for example the usual excess or short deliveries of the printing industry, are deemed to be known to the Client and shall not be viewed as the exceeding of the Budget, not even if these costs are not included in a supplementary Budget.
- 8.8. If the Budget will be exceeded or increased by more than 10%, the Client will be informed.

## Article 9 - Execution of Work

- 9.1. Unless the results are explicitly agreed upon in Writing, Collé will execute its Work and Services to the best of its knowledge and ability and in accordance with the demands of a professional practice, which implies only an obligation to provide the best possible effort.
- 9.2. The Client is obliged to provide full support to everything Collé deems necessary and/or useful to be able to properly execute the Work and Contract to the best of its abilities. This includes:
- the availability (of employers) of the Client for the duration of the contracted period;
  - access to all relevant documents and files;
  - providing Collé with any data or information useful and necessary in good time;
  - the availability of (office) facilities when required.
- 9.3. If Collé needs assistance of third parties to enforce the provisions mentioned in the previous paragraph, the associated costs will be borne by the Client.
- 9.4. The Client guarantees that any information provided is correct, reliable and complete and Collé is not obliged to check this information. The Client guarantees that she is authorized to supply Collé with the information. The Client indemnifies Collé against any possible third-party claims.
- 9.5. Collé is entitled, without the explicit consent of the Client, to make use of third parties when executing the Contract.
- 9.6. If third parties are engaged for the execution of the Contract, this will be in consultation with the Client whenever possible and with due care. Collé is not liable for omissions, errors or failures of the third party. Collé is authorized to accept liability restrictions of the third party. Not only Collé, but all persons who have been engaged in the performance of the client assignment, shall have the right to invoke these Terms.
- 9.7. The Client is not authorized to transfer any obligations resulting from the Contract to third parties, either in part or in full, unless agreed otherwise in writing.
- 9.8. The Client shall indemnify Collé against all claims by third parties relating to or arising from the Contract.
- 9.9. If a third party inflicts damage to the Client, customers of the Client, employees of the Client or to other individuals and this damage is in relation to the execution of the Contract, this third party will be independently liable to the Client, customers of the Client, employees of the Client or to other individuals.
- 9.10. Collé reserves the right to temporarily or permanently suspend the execution of the Contract, if there are reasonable grounds for doing so.

## Article 10 - Delivery

- 10.1. Collé is entitled to deliver the order partially
- 10.2. The Client shall do everything in its power to facilitate delivery by Collé of the Products in accordance with the Contract. In case the Client fails collect the Products after the first request of Collé or in case delivery at the address of the Client is agreed upon and the Client refuses to accept the Products this shall constitute default on the part of the Client even if no explicit request for acceptance has been made.
- 10.3. The Client needs to ensure an authorized person is available at the time of delivery to receipt the Products. If no-one is available at the time of delivery, Collé has the right, but not the obligation to transport the Product back to Collé. The Client shall be obliged to pay for the transportation costs. In such case, Collé is also entitled to deliver the products at the gate, at the risk of the Client.
- 10.4. Collé is entitled to desire identification from the person picking up the Products. If this person fails or rejects identification and Collé cannot determine if this person is authorized to pick up the Products, Collé is entitled to refuse the provision of the Product.
- 10.5. If the transport of the Products to be delivered is agreed upon, the costs will be borne by the Client, unless delivery paid by Collé is explicitly agreed upon. The Client shall always bear the risks during transport.
- 10.6. The Client shall check the (Rented) Products and Services carefully right after delivery. Any possible right of reclamation in relation to the (Rented) Products and Services as well as (transportation) damage must be noted on the consignment- or delivery note on delivery, failing of which will result in a compelling evidence of the consignment- or delivery note proving the right amount and complying Product are received free of (transportation) damage.
- 10.7. Partly defects of the delivered Products does not give the Client the right to reject or refuse the entire delivery.
- 10.8. If the situation referred to in paragraph 3 or 4 occurs, the fact that the Client was not able to inspect the Products, will be for full risk and expenses of the Client, the Product shall be considered to have been delivered and accepted in the state to be expected from a well maintained Product of that type relating to the Contract.

## Article 11 - Cancellation of the Contract

- 11.1. Up to 10 days before the agreed upon date of delivery/performance, the Client is entitled to (partially) cancel the Contract against payment of a cancellation fee amounting to:
- 60% of the net order amount when the cancellation takes place up

- to the 30th day before the time of delivery/performance;
  - 70% of the net order amount when the cancellation occurs between the 29th day and the 15th day before the aforementioned date;
  - 80% of the net order amount when the cancellation occurs between the 14th day and the 10th day before the aforementioned date.
- 11.2. After the expiration of the time limit specified in the previous paragraph, cancellation is no longer possible and the Client shall therefore be liable to pay the full price (up to the end date).
- 11.3. Cancellation by the Client needs to be dated and in writing. The Client cannot derive any rights from a verbal cancellation. The cancellation shall only be valid when it is signed by the Client and in the possession of Collé.
- 11.4. The Client is obliged to pay the statutory interest on the fees referred to in paragraph 1 to Collé without any need for further notification of default.

## Article 12 - Premature termination of a Continuing performance contract

- 12.1. A Continuing performance contract cannot be prematurely terminated.
- 12.2. After the expiry of the time specified in the Continuing performance contract, the contract shall be extended automatically for the same period of time, but at least for 12 (twelve) months, unless the Client informs Collé about the termination of the Contract by registered mail before the ending of the (extended) contract and with a 6 (six) months' notice.
- 12.3. A Continuing performance contract without a specified time is entered into for an undetermined period and can only be terminated by the Client by registered mail with a 6 (six) months' notice.
- 12.4. If the Client initiates termination of the Contract due to non-performance, Collé is, due to the incurred loss of capacity, entitled to be compensated. The average monthly invoice amount will be the basis. The Client is furthermore obliged to indemnify Collé against claims from third parties resulting from the cancellation or premature termination of the Continuing performance contract.
- 12.5. If the Continuing performance contract is prematurely terminated for whatever reason, the Client is not permitted to use the delivered Products (any longer). Every (user) licence relating to the Contract will be void.
- 12.6. Without prejudice to these General Terms and Conditions of Delivery, Collé reserves all rights to claim full compliance with the Continuing performance contract and/or full compensation.

## Article 13 - Force majeure

- 13.1. In these Terms and Conditions of Delivery, force majeure is defined, in addition to the relevant definitions in the law and in case law, as all external causes, foreseen or unforeseen, which Collé cannot influence, but as a result of which Collé is unable to perform its obligations. Force majeure shall in any event include: strike, excessive (temporarily) absenteeism of the staff, fire, technical or operational defects at the office of Collé or third parties, according to the evaluation of Collé the lack of sufficient cooperation or the provision of incorrect data by the Client.
- 13.2. The Client cannot claim force majeure in the case of:
- The inability to pay from the Client or its client(s);
  - Amendments in regulatory requirements and government regulations and court decisions if they cause obstacles or damage for the Client.
- 13.3. If Collé is not able to fully fulfil its contractual obligations due to force majeure for a period lasting longer than 45 (forty five) days, both parties are entitled to terminate the non-feasible part of the Contract in writing.
- 13.4. In the case of force majeure the Client is not entitled to any compensation.
- 13.5. In the event of force majeure Collé will retain its rights to payment of the part of the Contract which has already been delivered/completed.
- 13.6. Collé is entitled to invoice the Client for the owed costs as soon as force majeure occurs.
- 13.7. If the Client terminates the Contract in the event of force majeure, the Client is obligated to pay Collé a reasonable compensation for costs, suffered losses and lost profits Collé has incurred.

## Article 14 - Payment

- 14.1. Unless agreed otherwise in writing, the term of payment of any invoice is 14 days following the date of the invoice.
- 14.2. Collé can send its invoices by post or by email.
- 14.3. If the Client disagrees with the amount of the invoice, the Client should make his view known in writing within 10 (ten) days of the invoice date. After expiration of this period the Client is assumed to consent.
- 14.4. Any objections against the amount invoiced do not suspend the Client's payment obligations.
- 14.5. The Client cannot claim settlements or suspensions on any account whatsoever.
- 14.6. Collé shall at all times be authorized to settle everything the Client or its affiliates owe to Collé, whether or not due and payable.
- 14.7. For long-term or sizeable commissions, Collé can require payment in instalments.
- 14.8. Collé is entitled to suspend the surrendering of all goods in its possession of, or on behalf of, the Client and to keep these goods in its possession until the Client has fulfilled all of its obligations.
- 14.9. The Client shall, at all times and regardless of the agreed upon payment conditions, be required to establish safety using security rights in or on lieu of payments on products belonging to Collé, on the first request of Collé, for the payment of the amounts to be paid to Collé pursuant to the Contract. The security provided has to be of such extent that the amounts to be paid to Collé as well as any related interests and costs will be covered adequately and Collé will be able to collect without difficulty. If a security gets insufficient the Client will supplement the security to be adequate at the first request of Collé.
- 14.10. In the event of non-performance, or if the Client is declared bankrupt or a request for his bankruptcy is filed at the court, if the Client has applied for

- or been granted suspension of payment, if the Client's company is discontinued or liquidated, if goods of the Client are subjected to an attachment, or if the Client is placed under administration or guardianship the Client will be deemed to be in default.
- 14.11. If the Client is in default as stated in the paragraph above, Collé also has the right to terminate or suspend performance of the Contract or any part thereof not yet performed without notice of default or judicial intervention, without any right to compensation of losses for the Client that might arise because of this.

## Article 15 - Unpaid invoices

- 15.1. If the Client fails to pay within the payment due date as stated in these General Terms and Conditions of Delivery the Client will be in default and Collé, without any demand or notice of default being required, has the right to charge the statutory (commercial) interest, increased with 2 (two) percent, per month (with part of a month counting as a full month) from the due date until the day of payment in full, such without prejudice to the further rights of Collé.
- 15.2. Possible discounts provided expire automatically in the event of default.
- 15.3. If the Client is in default with payment of the amount due in full, the mere fact of the late payment will make all the other outstanding receivables immediately due and payable, such without prejudice to the further rights of Collé.
- 15.4. As from the moment the Client fails to (no longer) meet his payment obligations or is in default in any other way, the Client is not permitted to use the delivered Products (any longer). Every (user) licence relating to the Contract will be void, unless the default is insignificant relating to the overall scope of the Contract.
- 15.5. Without prejudice to the provisions in this Article Collé is, without the requirement of any notice of default or judicial intervention, entitled to suspend the execution of the Contract or to dissolve the Contract in whole or in part and to claim an immediately payable fine of 10 (ten) percent of the total amount of the Clients payables.
- 15.6. All judicial and extrajudicial costs Collé has to make due to non-compliance to its payment obligations by the Client, shall be borne by the Client. These costs amount to at least 15 (fifteen) percent of the amount due with a minimum of € 150.
- 15.7. All reasonably incurred costs arising from judicial and extrajudicial actions to collect the receivables from the Client shall be borne by the Client.
- 15.8. Payments made by the Client shall first be applied to settle all interest and costs payable and subsequently to pay those invoices which have been outstanding for the longest period.
- 15.9. At instalments payments the collection will be continued until the costs and interest are paid as well.
- 15.10. In the event of a jointly granted Assignment, all Clients, principals or customers shall be jointly and severally liable as separate (legal) persons for the payment of the payment obligations arising from the Contract.

## Artikel 16 - Decommissioning

- 16.1. Collé is entitled to discontinue the operation of the Products and/or the Services temporarily or to restrict its use if the Client fails to meet the requirements of the Contract or violates the obligations of these General Terms and Conditions of Delivery. Collé will notify the Client in advance unless this cannot be reasonably required of Collé. The obligation to pay the amounts due will remain during decommissioning.
- 16.2. Products and Services will be put back in operation if the Client fulfils his obligations within a term specified by Collé and has settled the fixed amount for commissioning of € 1.000 ex. VAT.
- 16.3. Collé is entitled to restrict the access of the Client to the Products and Services. This does not make Collé liable for damages towards the Client.

## Article 17 - Right of retention

- 17.1. The Client and Collé expressly agree that Collé is authorized to suspend the delivery of Products which Collé has in its possession until the Client fully fulfils his obligation to pay outstanding invoices, including any related interests and costs, as well as any compensation for damages relating to the contractual/legal relation or has provided sufficient security for example via an unconditional and irrevocable bank guarantee.
- 17.2. The risk of the Products subjected to this right of retention will remain for the account of the Client.
- 17.3. The Client shall not have any right of retention towards Collé.

## Article 18 - Complaints and right of reclamation

- 18.1. Any possible defaults in the delivery of Products or complaints about the Services of Collé must be reported to Collé immediately after identification at the risk of forfeiting any right to compensation. Furthermore the Client needs to notify Collé in Writing within 2 (two) days after identification, specifying the nature and grounds of the defaults and the establishing of the default in detail.
- 18.2. All costs incurred relating to an unfounded complaint shall be borne by the Client.
- 18.3. After any default is established, the Client is obligated to do everything what is reasonably possible to prevent or limit damages, including the immediate suspension of the use of the Products.
- 18.4. The Client is obliged, at the risk of forfeiting any right to compensation, to keep the Products, of which a claim has been made in time, at the disposal of Collé to have them inspected.
- 18.5. If a complaint is made in time and, to the judgement of Collé truthful, Collé will repair the defaults or defects within a reasonable time. The Client is however obliged to pay for the executed work and bought Product. Complaints do not suspend the payment obligation of the Client.
- 18.6. Minor deviations and/or deviations which are common in the industry,

- differences in quality, quantity, dimensions, weight or finishing cannot be a reason for complaints.
- 18.7. If the performance of the agreed Services has become impossible or purposeless, Collé will only be liable within the limits of the provisions of Article 22.
- 18.8. Any right of action against Collé expires if:
- the defaults and/or the defects were not communicated to Collé within the imposed time limits and/or not in the indicated manner;
  - the Client does not (sufficiently) cooperate with Collé, to an examination of the validity of the complaints;
  - the Client did not treat, use, store or maintain the Products in the correct manner or used or treated the Products under inappropriate conditions;
  - the Client has the Products repaired or altered or there have been attempts to repair or alter the Products by the Client or third parties on the instructions of the client, unless harm reduction measures are being served;
  - after establishing the defaults the Product is commissioned or if after establishing the use of the Product is continued;
  - Collé is not presented the possibility of a (counter/contradictory) expertise.
- 18.9. The performance of Collé is deemed to be correct if the Client does not claim within the set term, if the Products are taken into use, prepared or processed, delivered to third parties or had them put into use, had them treated or processed or supplied to a third party, unless the Client has complained in time.

## Article 19 - Ownership and reservation of ownership

- 19.1. Both the ownership and the intellectual property rights of all delivered Products, Products to be delivered and/or Services will, at all times, remain with Collé unless agreed otherwise in writing. If agreed otherwise in writing, the ownership of the delivered Products and Services will only be transferred if the Client has fully fulfilled his obligation to pay outstanding invoices, as well as fines and any compensation for damages resulting from failure to comply with one or more Contracts. The risk related to the delivered Products and/or Services will transfer as from the moment of pick up or delivery.
- 19.2. In addition to the reservation of ownership mentioned above and to increase assurance regarding the payment of all amounts which are or will become due to Collé, for any reason whatsoever, the Client will, as soon as the order is placed, grant Collé the first right of pledge on all Products delivered by Collé to the Client. The acceptance of these General Terms and Conditions of Delivery by the Client will provide sufficient evidence of the existence of this pledge. At the first request of Collé the Client will sign a supplementary deed establishing the pledge. If the Client is in default with payment, Collé is entitled to effectuate this right by entering the pledge in the relevant Register(s), with cooperation and at the expenses of the Client. The pledge will expire as soon as the Client has fully fulfilled his obligation to pay outstanding invoices, as well as fines and any compensation for damages resulting from failure to comply with one or more Contracts. The registration of the pledge will then, at the expenses of the Client, be revoked.
- 19.3. If Collé is unable to invoke his reservation of ownership because the Products have been mixed, distorted, changed by way of accession (accessio) or in any other way become individually unidentifiable, the Client is obliged to pledge the newly formed products to Collé.
- 19.4. The Client is not authorized to sell, pledge or in any other way encumber the Products subjected to the reservation of ownership. The Client is obliged to keep the Products subjected to the reservation of ownership property and individually identifiable.
- 19.5. If a third party seizes or wishes to establish or claim a right to the Products subjected to the reservation of ownership, the Client is obliged to inform Collé in Writing without any delay.
- 19.6. If (a part of) the Products are seized, the Client has applied for a suspension of payments or goes bankrupt, the Client will inform the administrator, the trustee or the curator about the (ownership) rights of Collé without any delay.
- 19.7. If Collé wants to effect its ownership rights as stipulated in this Article, the Client hereby unconditionally and irrevocably authorises Collé, or third parties to be designated by Collé, to access all the locations where the property of Collé is located and to reposes this property on the expenses of the Client.
- 19.8. If the Products are delivered conform the Contract by Collé and the Client has fully fulfilled his obligations, the reservation of ownership can revive if the Client fails to meet his obligations regarding any other Contract or agreement.

## Article 20 - Intellectual property right

- 20.1. Unless agreed otherwise, all intellectual property rights arising from the Contract, – such as patent rights and copyright – including moral rights, are vested in Collé and/or its licensors. If such right can be acquired only by registration, only Collé is authorized to do so.
- 20.2. Without Written permission of Collé, the Client will not use presented proposals, Products of Services, in whole or in part, in any other manner than agreed upon.
- 20.3. Without Written permission of Collé the Client shall never be entitled to process, edit or challenge the intellectual property rights of Collé in any other way. The Client may use, offer, sell and deliver these exclusively under the brand and logo which Collé or its supplier has assigned to them.
- 20.4. Collé will grant the Client a non-exclusive, non-transferable and revocable license, solely for the Client to use, on everything Collé supplies to the Client relating to the execution of the Contract. In the event of any default

- by the Client, Collé is authorized to terminate the license immediately. In addition, if a breach of this provision occurs, the Client will owe to Collé an immediately payable fine of € 10.000 and a fine of € 1.000 for every day that the violation continues, without prejudice to Collé to claim full compensation for damages and costs and interest as well, if the actual damage exceeds the amount of the fine.
- 20.5. All intellectual property rights which may or will be exercised regarding the execution of the Contract – no matter where or when – are vested in Collé. Pursuant to these General Terms and Conditions, these rights will be transferred by the Client to Collé at the moment they arise, which transfer will hereby be accepted by the Client if the situation occurs.
- 20.6. If a further deed is required for the transfer of the rights as referred to in the first paragraph of this Article, at the first request of Collé the Client will lend its cooperation for the transfer of these rights, without subjecting its cooperation to any further conditions. The Client will irrevocably authorise Collé to have these intellectual (property) rights entered into the appropriate registers. If a breach of this provision occurs, the Client will owe to Collé an immediately payable fine of € 1.000 and a fine of € 1.000 for every day that the violation continues, without prejudice to Collé to claim full compensation for damages and costs and interest as well, if the actual damage exceeds the amount of the fine.
- 20.7. The Client explicitly waives all moral rights, within the meaning of the Dutch Copyright Act to such extent as is permitted by the applicable regulations. Furthermore the Client explicitly waives all moral rights from his employees or third parties engaged by the Client to such extent as is permitted by the applicable regulations.

## Article 21 - Confidentiality

- 21.1. Parties are bound by confidentiality with respect to each other's (business) information. It is known to Client that the software, equipment and other materials, made available might contain confidential information as well as trade secrets from Collé, its licensors or third parties engaged by Collé. The Client is obliged to use this software, equipment and other materials confidential and not to disclose its information or let it be utilized by third parties, and to only use them for the purpose for which they are made available. Both parties shall also impose this obligation on their employees and third parties engaged by them for the execution of the Contract.
- 21.2. All information is regarded as confidential, unless the information is not labelled non-confidential or if the information was already public before one of the parties published the information in any way.
- 21.3. Collé has the right to use the name of the Client in its statements to third parties, unless the Client requests otherwise in Writing.
- 21.4. The Client agrees to indemnify Collé for every damage and/or costs which Collé consequently suffers if one of the provisions of this Article is breached.
- 21.5. If a breach of this provision regarding the confidentiality occurs, the Client will owe to Collé an immediately payable fine of € 10.000 and a fine of € 1.000 for every day that the violation continues, without prejudice to Collé to claim full compensation for damages and costs and interest as well, if the actual damage exceeds the amount of the fine.

## Article 22 - Liability

- 22.1. Collé shall only liable for (partly) incorrect execution or non-performance of the Contract if and insofar the damage arise directly from deliberate default and willful misconduct on the part of Collé.
- 22.2. Collé shall only be liable for direct damage. Explicitly excluded is any liability of Collé for any indirect or consequential damage, decrease of profits and turnover, damage by company stagnation, fines and compensation payable to third parties, reduced goodwill, damage caused by auxiliary persons or third parties Collé has engaged in the execution of the Contract, or for the failure of equipment, software, data records, registers or other products.
- 22.3. The liability of Collé for damage suffered by the Client as a consequence of an attributable shortcoming by Collé in the fulfilment of its obligations under the Contract, is per event and at all times limited to the sum actually paid out by the Business Liability Insurance of Collé in the case concerned.
- 22.4. If the insurance does not cover the damage, the liability of Collé shall be limited to the amount of the invoice relating to the Work which caused the damage subjected to a maximum of € 50.000. At least for that part of the Contract to which liability applies and excluding the costs incurred at third parties, relating to that specific part of the Contract to which liability applies. In case of a Contract with a time of completion over three months the liability of Collé shall be limited to an amount equal to the payments that the Client owes to Collé relating to the last three months of the Contract (exclusive of VAT).
- 22.5. If Collé is liable for the damages pursuant to the previous paragraph, the damage will only eligible for reimbursement if the Client has limited the damage with everything in his power and if the Client informed Collé about the damage in Writing within 7 (seven) days after the damage has arisen, unless the Client can sufficiently demonstrate that, within reason, he was not able to inform Collé earlier.
- 22.6. Collé shall not be liable for damage of any nature resulting from the use by Collé of incorrect and/or incomplete data provided by the Client.
- 22.7. Collé shall not be liable for infringement of patents, licences and/or other rights of third parties through use of data supplied by or on behalf of the Client.
- 22.8. Collé shall not be liable for advice or recommendations given to the Client. The advice, recommendations or information given by Collé are made entirely noncommittal and without any guaranty.
- 22.9. Collé shall not be liable for supervision damage. Supervision damage is defined as damage arising from the execution of maintenance to product

- or to products close to the maintenance.
- 22.10. Collé shall not be liable for damage arising from direction defaults, including damage arising from directions and instructions from the Client.
- 22.11. Collé shall not be liable for damage to materials provided by or on behalf of the Client that result from improper processing.
- 22.12. If Collé proceeds to exercising the right of suspension or dissolution based on facts and/or circumstances known to Collé at that moment of time, whereas it is later irrevocably established that such right was used incorrect, Collé shall not be liable nor obliged to pay any compensation for loss.
- 22.13. Under no circumstances Collé shall be liable for losses due to force majeure as Article of these General Terms and Conditions of Delivery stipulated.
- 22.14. Any claim made against Collé, except those recognized by Collé, lapses after the mere course of a period of twelve (12) months from the time the claim arose.
- 22.15. A potential liability regulation clause included in the Contract or these General Terms and Conditions of Delivery is not applicable:
- in case of deliberate default and willful misconduct on the part of the Client or its management or any persons overseeing the Contract; or
  - in case of infringement of intellectual property rights mentioned in Article 20 of these General Terms and Conditions Delivery.

## Article 23 - Insurance and deposits

- 23.1. The Client declares to have an adequate retrievable insurance for those Products of which the ownership has not yet transferred to the Client fully, to cover possible damage caused by fire, theft, other contingencies from outside and claims made by third parties. The Client shall bare the relating costs. The Client is obliged to transfer the rights deriving from the aforementioned insurance to Collé.
- 23.2. Collé reserves the right to acquire an additional deposit.
- 23.3. All costs incurred by Collé, relating to the damage caused by the Client, to Products of which the ownership has not yet transferred to the Client fully, shall be borne by the Client and must be paid upon at the first request of Collé.

## Article 24 - Liability for motor insurance

- 24.1. This article deals with objects that are subject to Danish law on liability for motor vehicle insurance
- 24.2. Collé declares that liability insurance has been taken out for items that are subject to Danish law on liability for motor vehicle insurance, which is in accordance with requirements imposed by or in accordance with Danish law on liability insurance for motor vehicles. The Client shall however, at his own expense, indemnify Collé for:
- Damage inflicted to third parties that are reimbursed by the insurance company in pursuance of the aforementioned Act, however are not covered by the terms and conditions of the policy. This could for instance be the event if the driver was under the influence of alcohol or drugs at the time of the occurrence of the damage.
  - An excess of € 1.500 per event. In the event of damage to paving and/or landscaping, including but not limited to turf, the excess is € 2.500.
  - Damage to above-ground and underground pipes or cables and the thus occurring consequential damages. Moreover, the driver – during the execution of the works – is obliged to take due care in order to prevent damage to cables, tubes and pipes, according to the WIBON 2018 and CROW 500 guidelines. In case the driver cannot show and demonstrate he has taken into account the above mentioned guidelines, the excess is € 12.500.
  - Damage as a result of participation in races/rallies, speed matches and skill trails.
  - The Client shall not be insured against material damage and/or bodily harm of passengers.
  - Damage to the property of the Client.
  - Damage occurring as a result of a so called risk of work-related damages.
  - Damage to the cargo or load.
  - Damage permitted to legally exclude.
  - Damage which exceeds the insured amounts included in the policy.

## Article 25 - Death of the Client

- 25.1. In the event of the death of the Client, his rights and obligations get transferred to his heirs under universal title.

## Article 26 - Attribution and Social Media Code

- 26.1. Collé will at all times be entitled to imprint its name on or in or to remove it from the work (or to have his name imprinted on or in or removed from the work), and without the prior authorization of Collé the Client may not publish or reproduce the work without identifying Collé by name.
- 26.2. If considered necessary by Collé the Client will mark the work he wants to make publicly available and shall provide it with the copyright symbol, the mention of Collé, along with the year of initial publication and/or the year and/or number of an international deposit.
- 26.3. Collé may mention the names of its Clients on its website, unless otherwise agreed in writing or unless objected on principle by the Client.
- 26.4. If the Client expresses himself about Collé in a printed publication, on the web, social media or other media, the Client is obliged to comply with the following directives of Collé:
- Transparency; with his expression the Client should state clearly if he is publishing on personal of professional behalf.
  - Respect; if the Client is publishing about or on behalf of Collé, the



- Client should have obtained express consent in writing of Collé.
- c. Responsible; the Client should ensure responsible use of the data medium, which for example should not make excessive use of tracking software, adware, malware or spyware.
  - d. Professional; the Client acts with the knowledge and awareness that his role as Client will be maintained.
  - e. Certainty; when in doubt the Client always should consult Collé.
  - f. Awareness; the Client should be aware of the fact that his expressions will be available to a large number of viewers for an indefinite period of time.

## Article 27 - Communication via email and/or social media

- 27.1. The Client explicitly agrees to communication by email and/or social media when executing the Contract.
- 27.2. The Client is aware of the fact that Collé cannot guaranty the confidentiality of information sent by internet because of the limited possibility to data protection.

## Article 28 - Consultation of General Terms and Conditions of Delivery

- 28.1. These General Terms and Conditions of Delivery are effective from the 1st of August 2022 and will be held available at the office of Collé.
- 28.2. These General Terms and Conditions of Delivery will be provided to the Client at the same time as the Quotation. If this is not reasonably possible the General Terms and Conditions of Delivery will be sent to the Client free of charge at his first request.
- 28.3. These General Terms and Conditions of Delivery are also available at the website of Collé [www.colle.eu](http://www.colle.eu).

## Article 29 - Applicable law

- 29.1. All Contracts concluded by Collé in Denmark will be governed by Danish law.
- 29.2. The effect of any international treaty concerning the purchase of moveable goods, whose effect may be ruled out between the Parties, shall not apply and is hereby expressly ruled out. In particular, the applicability of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention 1980) is expressly ruled out.
- 29.3. All disputes arising from this Agreement shall be submitted to the competent court in Odense (Denmark) unless mandatory rules of jurisdiction stipulate otherwise.
- 29.4. The Parties can agree upon another form of dispute resolution such as arbitration or mediation.

## II. SPECIFIC SECTION:

### II.A. Chapter 1: Sale

The provisions in this chapter "Sale" apply in addition to the general section of these General Terms and Conditions of Delivery and are applicable if Collé sells Products to the Client, including but not limited to the sale of machinery and its components.

### Article 30 - Payment and delivery

- 30.1. If a machine is sold, all payments are required to be made before the delivery.
- 30.2. Unless expressly agreed otherwise in writing delivery will be made Ex Works (EXW), Sittard, the Netherlands, in accordance with the Incoterms 2010.
- 30.3. The Client is obliged to pick up the Products at the agreed upon time or, if the Products are to be delivered by Collé, to obtain the Products immediately after arriving at the destination. If a breach of this provision occurs, the Client will owe a fine of € 250 to Collé for every day that the violation continues up to a maximum of € 25.000, without prejudice to Collé to claim full compensation for damages and costs and interest as well, if the actual damage exceeds the amount of the fine.
- 30.4. If the Client fails to accept deliveries or does not pick up the Products (in time), the Products will be stored for as long as deemed appropriate by Collé at the expense and risk of the Client. In this situation Collé has the authority at all times to demand fulfilment of the Contract or to dissolve the Contract extra judicially, without prejudice to the rights of Collé to claim compensation for damages and lost profits, including the costs of storage.
- 30.5. If the Client wishes delivery at another location, Collé will transport the Products (or will have the Products transported) to the agreed upon location, at the expense and risk of the Client. Collé will determine by whom, and in what manner the Products will be transported, unless agreed otherwise in writing.
- 30.6. If the Client requests an alternative manner of transportation, the additional costs associated with this alternative manner of transportation shall be borne by the Client.
- 30.7. Collé shall not be obliged to honour a request from the Client to re- or subsequent deliver the Products. If Collé agrees to honour this request nevertheless, the associated costs shall be borne by the Client.
- 30.8. Collé is authorized to partially execute an agreement and to claim payment for that part of the Contract which has been executed.
- 30.9. Unless agreed otherwise in writing the Client shall be responsible for the risks of storage, loading, transport and unloading in addition to an appropriate transport insurance.
- 30.10. The location where the Products are to be delivered needs to be easily accessible.

## GENERAL TERMS AND CONDITIONS OF DELIVERY COLLÉ

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The Client needs to ensure there will be no damage to the Products, his property or other products caused by the delivery.

## Article 31 - Return and exchange

- 31.1. The return of Products to Collé is only possible after the express written consent of Collé. The transportation and all associated costs shall be borne by the Client. The Products will remain at the risk and expenses of the Client at all times.
- 31.2. Unused components will only be exchanged or taken back after prior consultation within 7 days of the delivery and in their original package. Returns are at the risk and expense of the Client.
- 31.3. Sensitive electronic components, including but not limited to circuit boards can only be exchanged or returned in the unopened original packaging.
- 31.4. If returned Products and components are accepted by Collé, this will be after deduction of the costs incurred by Collé.
- 31.5. If both Parties agreed upon exchange and whilst pending the Client continues to use the Products, the risk of the Products to be exchanged will remain with the Client until the possession of the Products is transferred to Collé. This includes maintenance costs and damages arisen from any cause. If the Client is able to exchange the Products in the state they were at the moment the Contract was concluded, Collé may offer the Client an adjusted proposal, refuse the exchange or terminate the Contract. All entirely at the discretion of Collé.

## Article 32 - Warranty

- 32.1. Warranty is limited to the applicable manufacturer's warranty.
- 32.2. In all other situations the Client will solely have warranty rights as far as agreed upon explicitly in writing.
- 32.3. A possible extended warranty only applies to new machinery as delivered from the factory. The extended warranty starts at the date of delivery of the machine and is of the same duration as the related service contract.
- 32.4. The Client must in all cases offer Collé the opportunity to remedy any defect or to perform the processing again.
- 32.5. The Client may only invoke the warranty once it has satisfied all its obligations to Collé.
- 32.6. No warranty is given if the defects result from:
  - a. normal wear and tear;
  - b. use of the Product contrary to its intended use;
  - c. Improper and/or Injudicious use;
  - d. lack of maintenance or improper maintenance;
  - e. weather conditions or other external influences;
  - f. damage caused after delivery;
  - g. installation, fitting, modification or repair by the Client or third parties.
- 32.7. No warranty is given for delivered Product which were not new at the time of delivery nor for Products which are required by the Client or provided on his behalf.
- 32.8. No warranty is given on inspections and/or the repair of products of the Client.
- 32.9. Acquired warranty rights cannot be transferred to third parties by the Client.
- 32.10. The provisions of paragraphs 4 to 7 of this Article apply mutatis mutandis to any claims by the Client based on breach of contract, non-conformity or on any other basis whatsoever.

## II.B. Chapter 2: Rent

The provisions in this chapter "Rent" apply in addition to the general section of these General Terms and Conditions of Delivery and are applicable if Collé provides rental services.

### Article 33 - Rental period

- 33.1. The rental period commences at the moment the Client takes physical possession of the Rented Products.
- 33.2. The rental period ends at the moment Collé takes physical possession of the Rented Products.
- 33.3. The minimum rental period is one day or multiple days. For certain equipment a minimum rental period applies.
- 33.4. If the Contract does not state a date on which the rental period ends, the rental contract shall be terminated automatically after two calendar months.
- 33.5. For every day the end date is exceeded, the Client owes a fee equal to the daily rent. If the Rented Product is returned before the end date, the Client nevertheless owes the rental price up to the agreed upon end date.
- 33.6. No rental fees will be charged in the event of a rental stop. The Contract and the conditions shall remain unaffected.
- 33.7. If the Client wishes to terminate the rent, he needs to inform Collé in Writing at least one working day up front. If multiple Products are being rented via the same Contract it is possible to terminate the rent for each Rented Product. The associated supply- and transport costs shall be borne by the Client. The termination needs to contain the following information: Client data, contract number, description of the retrievable Products including product number, desired end date, pickup location, name and telephone number of the contact person of the Client and a point of contact for the driver of Collé.

### Article 34 - Ownership

- 34.1. The ownership of the Rented Products will, at all times, remain with Collé, regardless of the duration of the Contract. The Client is not authorized to alienate, pledge or otherwise encumber the Rented Products for the benefit of third parties.

### Article 35 - Price

- 35.1. Collé is entitled to increase the agreed upon price if justifiable by price determinants factors.

- 35.2. The daily rates are based on 8 hours of operation, the weekend rates are based on 12 hours of operation and the weekly rates are based on 40 hours of operation. The operating hours are between 08:00 and 17:00. If more operating hours are needed or if the Rented Products are used outside of the specified time frame, Collé is entitled to charge an additional surcharge.
- 35.3. If the Rented Products need to be assembled or dismantled at the location desired by the Client, the costs shall be borne by the Client.

## Article 36 - Transportation

- 36.1. The transportation costs of the Rented Products to and from Collé, including the loading and unloading, shall be borne by the Client.
- 36.2. A carrier commissioned by Collé to deliver or pick up the Rented Products, is not authorized to inspect the Rented Products on behalf of Collé.
- 36.3. The loading and unloading area has to be easily accessible for trucks with statutory maximum dimensions. Delivery and pick up is exclusively possible within 10 meters of the truck and the paved surface needs to be flat and suitable for rolling equipment.
- 36.4. If the delivery area is not easily accessible (due to the size of Rented Products, the means of transport or for any other reason), the related costs shall be borne by the Client.
- 36.5. The Rented Products shall be considered to have been delivered (and the related risk shall be transferred to the Client) if the possession of the Rented Products is transferred to the Client or if the Rented Product were left at the agreed upon location of delivery.

## Article 37 - Obligations of the Client

- 37.1. The Client shall use the Rented Products in accordance with the instructions of Collé. The Client guarantees that all persons operating the Rented Products are competent, fulfil the applicable age standards and have all the mandatory required degrees, certificates, driving licenses etcetera.
- 37.2. The Client is responsible and accountable for the use of the correct fuel and lubrication of the Rented Products. The correct oil level needs to be maintained with the prescribed oil as well. These costs shall be borne by the Client.
- 37.3. The Client shall not use the Rented Products outside of the location as specified in the Quotation, Order confirmation or Contract without the prior Written consent of Collé.
- 37.4. The Client is obliged to pay all charges, taxes (including the tax for the use of public land, "precarioroblasting") and fines resulting from the use of the Rented Products by the Client or third parties.
- 37.5. The Client is obliged to administer the Rented Products with due care.
- 37.6. The Client is obliged to take as many preventive measures to prevent damage and/or theft/loss as possible, such as the (correct) use of locks, locking, storing, placing out of the public view and the chaining of the Rented Products.
- 37.7. The Client will return the Rented Product to Collé in a clean, good and immediately usable condition, apart from normal wear and tear. If necessary Collé can charge the cleaning costs to the Client.
- 37.8. The Client is obliged to keep the Rented Products available for inspection at the first request of Collé. The Client is obliged to provide Collé access to the Rented Products at all times.
- 37.9. The Client is not authorized to transfer his rights and obligations arising from the Contract to third parties or to make the Rented Products available to third parties.

## Article 38 - Staffing

- 38.1. If Collé lends out or provides an employee for one (part of the) day or more to operate the Rented Products or to perform other work, or if an employee performs any extra work for the benefit of the Client, the Client is obliged to comply to all the requirements following from all legal requirements (including the Health and Safety Regulations), to protect the health and safety of the employee. The employee works under and directed by the Client.
- 38.2. The Client is liable for claims by third parties concerning the abovementioned.
- 38.3. The Client indemnifies Collé against any and all possible claims of the employees and/or third parties arising from or related to any default of the Client to fulfil these obligations. The damage consequently suffered by Collé shall be paid by the Client at the first request of Collé.

## Article 39 - Insurance

- 39.1. The Client is responsible for arranging suitable insurance regarding professional risks and the related liability concerning the use of the Rented Products. The Client is obliged to provide Collé at its first request with a copy of the concerning insurance and proof of payment of the insurance premiums.
- 39.2. If the Client wishes to conclude a private insurance for damage to or loss of the Rented Products, Collé is expressly entitled to demand from the Client to include Collé as insured and to provide Collé with a cover note.
- 39.3. If a CAR-insurance is subjected to an authorization system, the Client states in advance that Collé, being co-insured, may and can derive rights from the CAR-insurance.
- 39.4. Potential excesses are always borne by the Client.

## Article 40 - Return and risk

- 40.1. At the end of the Contract the Client will return the Rented Products in the condition to be expected of a well maintained product of that kind, without defects, unless agreed otherwise in writing.
- 40.2. After the agreed upon end date, the Client remains accountable for the Rented Products for the reasonable term of at least 5 days as well as liable for any damages or losses, until the Rented Products are in the

- possession of Collé.
- 40.3. The Client needs to ensure an authorized person is available at the time of pick-up. If no-one is available at the time of pick-up, Collé is authorized to take the Rented Product in its possession.
- 40.4. Unless agreed otherwise in writing the Rented Products must be sorted, cleaned, arranged and stacked on the ground floor ready for transport, if the Rented Products are not prepared for transport, the Client will owe to Collé an immediately payable fine of € 500, without prejudice to Collé to claim full compensation for damages and costs and interest as well, if the actual damage exceeds the amount of the fine. For instance, the batteries of so-called electrical equipment must be sufficiently charged and equipment with diesel engines need to have enough fuel in the tank.
- 40.5. The Rented Product will be inspected by Collé after return, if desired by appointment and in the presence of the Client.
- 40.6. If, during the abovementioned damage to the Rented Products is detected, the Client shall be informed as soon as possible. The damage report will provide a deadline for any counter-expertise by or on behalf of the Client. If the Client does not use the opportunity for counter-expertise, the determination of damage by Collé is binding.

#### Article 41 - Liability

- 41.1. The Client is liable for any damage Collé or one of its contracting parties suffers caused by damage, theft or loss of the Rented Products, regardless if the Client is to blame for the damage, theft or loss, except in the event of deliberate default or wilful misconduct on the part of Collé.
- 41.2. The Client shall report any damage to or loss of the Rented Product to Collé immediately after establishing, however, within 24 hours at the latest.
- 41.3. In the event of loss and/theft of the Rented Product, the Client is obliged to file a report with the appropriate authority and to provide Collé with a (copy of) the official report.
- 41.4. The determination of the damage shall be done by the Technical Department of Collé or by an expert to be appointed by Collé.
- 41.5. The billing and payment of the damage or excess shall not transfer any ownership and will occur with full discharge.
- 41.6. To protect the Client against unexpected expenses, in many cases Collé provides the opportunity for the Client to limit his risk by participating in CDW. Clients renting the Rented Products to third parties are excluded from participation in CDW.

#### Article 42 - Amount of damage compensation

- 42.1. If restoration is possible, the Client is obliged to pay the relating repair costs.
- 42.2. In the event of theft and/or loss or (economical) total-loss of the Rented Product, the Client is obliged to compensate Collé for the current market value, reduced by the value of the remaining parts, were applicable. The current market value is defined as the current commercial new price in a batch of one product after the deducting of the linear depreciation over 120 months, considering a residual value of 10% of the current commercial new price.
- 42.3. In the event of a total-loss of unidentifiable Products, 75% of the current commercial new price will be considered as current market value. Unidentifiable Products are bulk products, whose age cannot be established with certainty or product of which the invoice does not specifically refer to the concerning Product.
- 42.4. For lost Products which are found and returned to Collé, but of which the current market value is already charged to the Client, the Client will owe the rental price up to the end date. This will be deducted of the reimbursement to the Client of the current market value.
- 42.5. In addition the Client shall be liable for all other damages consequently suffered by Collé, such as, but not limited to expertise expenses, repatriation expenses, removal expenses, salvage costs, revenues and/or profits, claim handling costs, extrajudicial costs and statutory interest.
- 42.6. Except with explicit consent of Collé, the client is not allowed to use the rented goods on the following sites and/or for the following purposes:
1. Airport sites and terminals;
  2. Asbestos remediation;
  3. Processing heavy materials;
  4. Nuclear sites;
  4. Remediation of polluted spaces, for instance, but not exclusively: pig plague, bird flu, etc.
- 42.7. In cases of infringement on article 42.6, Client forfeits a penalty of € 500.000 and a € 25.000 fine for every day the infringement continues, limited to € 15.000.000. Collé retains the right to claim full damages.

#### Article 43 - Maintenance, repair, testing, malfunction, telemetering and permits

- 43.1. All costs of daily maintenance carried out during the rental period shall be borne by the Client. The Client is not permitted to change or repair the Rented Product unless the repairs serve a damage reductions goal.
- 43.2. Daily maintenance will include, but is not limited to inspecting and if required topping-up of oil, coolant, lubricants and/or battery water, simple technical repairs such as replacing light bulbs and cleaning of the air filter of the engine.
- 43.3. The Client shall report all defects and/or malfunctions within 24 hours after the detection of the defects and/or malfunctions to Collé at the risk of forfeiting any right to compensation.
- 43.4. If repairs are performed by third parties, Collé will not reimburse the Client. When non-original parts have been used they will be replaced by Collé at the expenses of the Client.
- 43.5. Collé will try to resolve any malfunctions to the Rented Products as soon as possible. If the malfunctions are due to the Rented Product no fee will be charged to the Client. If the disruptions are due to the use of the

- Rented Products by the Client, the associated costs relating to repairing the malfunction and the relating damage are charged to the Client. For the repairing of the malfunction outside of the timeframe from 08:00 to 17:00 and on irregular business days or holidays there is a surcharge.
- 43.6. The Products of Collé can be equipped with Track and Trace system. A Track and Trace system is a device built into the Product to quickly and easily determine the exact location of the Product. In principle Collé only uses the Track and Trace system to trace the Product in the event of theft, loss or to pick-up the Product if the Client fails to meet his obligations (default for example). The date of the Track and Trace system can be provided to third parties and/or used by Collé to settle the Contract.
- 43.7. The Client is responsible for (the costs of) the timely periodic legal and/or local inspection of the Rented Products.
- 43.8. Collé is not responsible or liable for (cost) associated with the use of the Rented Products such as necessary licenses, permits and other authorizations relevant to the execution of the Contract.

#### Article 44 - Deposit

- 44.1. Per Contract, the Client shall owe to Collé a deposit payable before delivery of the Rented Product.
- 44.2. If the Client does not pay the deposit in time, Collé can terminate the Contract unilaterally, without prejudice to Collé to claim full compensation for damages.
- 44.3. When the Contract is renewed the Client shall pay a new deposit no later than the first day of the renewal.
- 44.4. Collé is entitled to settle unpaid rent, damages and other costs with the deposit.
- 44.5. The deposit is refunded if Collé has established that the Client has fulfilled all his obligations.

#### Article 45 - ATEX material

- 45.1. Collé guarantees that rented ATEX material meets the minimum requirements of the current ATEX-directive at the moment of delivery. Collé provides the Client with the necessary information regarding the safety qualification of the Rented Products.
- 45.2. The Client is exclusively and completely responsible for compliance with the provisions of laws and regulations for potentially explosion hazards. Including but not limited to the ATEX guidelines.
- 45.3. The Client is liable for any (in) direct consequences of non-compliance with the aforementioned legislation and indemnifies Collé for all claims.

#### Article 46 - Third party clause

- 46.1. The Client declares to be aware and agree with the possibility of the transfer of the ownership of the Rented Products to a third party or that the Rented Products could be pledged to a third party for security of payment of all claims the third party has or may have on Collé.
- 46.2. Notwithstanding the existence of the Contract, the Client will issue the Rented Product to the third party at its first request, without being entitled to any right of retention, if and when the third party claims the right of retention based on the non-fulfilment of obligations of Collé against the third party. The Contract will be automatically terminated with immediate effect resulting from this claim. The transfer as aforementioned shall be made at the offices of the third party or at a location designated by that third party.
- 46.3. The third party clause as stipulated in this Article may neither be revoked by the Client, nor by Collé.

#### II.C. Chapter 3: Services/Projects

The provisions in this chapter "Services/Projects" apply in addition to the general section of these General Terms and Conditions of Delivery and are applicable if Collé sells Products to the Client, including but not limited to disassembly and assembly, installation, commissioning and preservation, construction of portable accommodation, maintenance, execution of service contracts, performance of extended warranty contracts, counselling and support services, all of this should be interpreted in the broadest sense.

#### Article 47 - Delivery and execution time

- 47.1. Delivery and execution time means the period specified in the Contract within which the service must be delivered. Parties can agree upon an anticipated or a fixed delivery and/or execution time.
- 47.2. When determining the delivery and/or execution time Collé assumes that the Contract can be executed in the circumstances known to Collé at that time. If circumstances occur other than those known to Collé when determining the delivery and/or execution time, Collé may extend the delivery and/or execution time with the amount of time necessary to fulfil the order under the new conditions. The extra costs incurred by Collé shall be borne by the Client.
- 47.3. In the event of extra work the delivery and/or execution time shall be extended by the amount of time required to have the necessary materials and parts delivered and to perform the extra work. If the extra work cannot be fitted into the planning schedule of Collé, the extra work shall be executed as soon as the planning schedule permits this.
- 47.4. In the event of weather conditions preventing the extra work being executed, the delivery and/or execution time will be extended with the subsequent delay.
- 47.5. In the event that the obligations of Collé are suspended, the delivery and/or execution time will be extended by the duration that the obligations are suspended. If the continuation of the work cannot be fitted into the planning schedule of Collé, the work shall be continued as soon as the planning schedule permits this.
- 47.6. Anticipated delivery and/or execution times are approximate and should never be regarded as a deadline. If a term is exceeded the Client needs to offer Collé a reasonable term to execute the Contract. The reasonable

- term will at least be equal to the original delivery term. Exceedance of the delivery time does not entitle the Client to compensation.
- 47.7. The delivery and/or execution time starts after Collé receives the Quotation, Order confirmation or Contract signed by the Client as well as the possible required deposit.

#### Article 48 - Execution

- 48.1. Collé determines the manner in which, and the personnel by which the Contract will be executed.
- 48.2. The Client must acquire the necessary licenses, permits and all other authorizations relevant to the execution of the Contract in time and at his expense.
- 48.3. Prices quoted by Collé or agreed with Collé do not, unless explicitly stated, include costs incurred in prevention or limitation of damage; the cost of drawing, design, repairs or other construction work; the costs of removing materials, building materials and waste; the cost of travel and lodging.
- 48.4. Amendments to the Contract will result in extra Work if: there is an adjustment in the design or specifications; the information provided by the Client does not correspond with the actual facts; estimated quantities or sizes diverge by more than 5%.
- 48.5. Extra Work will be calculated based on the value of the price determinants applicable at the time when the extra Work is executed. A reduction of Work will be calculated based on the value of the price determinants applicable at the time of the conclusion of the Contract. If the balance of the reduced Work exceeds the balance of the extra Work Collé may charge 10% of the difference to the Client in the final invoice. This provision does not apply if the reduction of Work is resulting from a request of Collé.
- 48.6. The Client is responsible for the drawings and calculations made by or on behalf of him and for the functional suitability of materials required by or on behalf of him.
- 48.7. The Client ensures the employees of Collé can start with their work as soon as they arrive at the location of the assembly/installation, they can continue to work during regular working hours and, if deemed necessary by either the Client or Collé, outside regular working hours.
- 48.8. The Client ensures the employees of Collé can carry out their work without interruption and at the agreed time and the facilities reasonably required shall be made available free of charge. The Client will ensure the free provision of energy, water, heating, lockable and dry storage and the facilities prescribed by Health and Safety Regulations.
- 48.9. The Client is obliged to take all necessary or appropriate safety precautions towards the employees of Collé.
- 48.10. Collé can suspend the execution of the Contract immediately if:
- a. employees or other auxiliary persons are (in danger of) being exposed to health hazardous substances;
  - b. the state of the workplace does not meet the existing health and safety legislation.
- 48.11. The Client is liable for all damages, including but not limited to damage resulting of loss, theft, destruction or fire to the Products of Collé or third parties, such as tools and materials intended for the Work, located at the location where the Work is being executed or at any other agreed upon location.

#### Article 49 - Relocatable accommodations

- 49.1. Collé, or a third party designated by Collé, will take care of the instalment or construction and, if applicable, the dismantling of the accommodation(s), unless otherwise agreed in writing.
- 49.2. Installation, construction and decommissioning costs will be borne by the Client.
- 49.3. The Client will ensure the transportation vehicles, used for delivery of pick-up of the accommodation(s), have free and unhindered access to the location where they will be used.
- 49.4. The Client is responsible for the choice of the location where the accommodation(s) can be prepared properly and safely, the Client need to ensure the surface is sufficiently stable and secure to hold the weight of the accommodation(s), whether or not in combination with other accessories.
- 49.5. The Client shall ensure the inclination of the surface of the location does not exceed 20 cm from one side to the other.
- 49.6. The Client is responsible for the connections to utilities, including telephone and cable connections, as well as the connection and disconnections to the sewer, unless agreed otherwise in writing.
- 49.7. During frost and snow The Client shall take all measures to prevent the freezing of heating equipment and/or pipes.
- 49.8. During the rental period or in the event of a sale, the Client is prohibited from permanently fix the accommodation(s) to immovable property, including the land. If the Client breaches this provision ownership for the Client is not created, since the Parties only intended temporary use of accommodation(s).

#### Article 50 - Maintenance

- 50.1. Collé will perform inspection, maintenance, repair, revisions and/or restorations at regular working days within the time frame between 08:00 and 17:00. At an additional surcharge this activities can be executed outside of the time frame.
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- 50.2. Work executed by Collé regarding research and/or repair of defects or malfunctions caused by normal wear and tear, Improper use or non-compliance with the instructions, regulations or (replacement) advice given by Collé, or caused by (the malfunctioning of) products owned by the Client or third parties, vandalism or other causes not attributable to Collé, shall be reimbursed by the Client based on rates of Collé at that moment.

50.3. Work executed by Collé regarding (overdue) maintenance shall be reimbursed by the Client based on rates of Collé at that moment.

## Article 51 - Completion

- 51.1. The Contract shall be considered as completed if:
- the Client has approved the Work;
  - the objects, on which the Work has been executed, has been taken into use by the Client, noting that, if the Client takes a part of the object into use, this part of the Work shall be considered as completed;
  - Collé informed the Client in Writing that the Work has been completed and the Client does not object within 5 working days in Writing;
  - the Client does not approve the Work based on small defects or missing parts that can be repaired or supplied within 30 days and which do not prevent the use of the Work.
- 51.2. If the Client does not approve the Work, he shall be obliged to give written notice of this to Collé specifying the reasons. The Client shall give Collé the opportunity to complete the Work again.
- 51.3. After the completion of an Installation, the Client is liable for all direct and indirect damage occurring to or by (the operation) of the Installation, except in the event of deliberate default or wilful misconduct on the part of Collé.

## II.D. Chapter 4: Safety & Training

The provisions in this chapter "Safety & Training" apply in addition to the general section of these General Terms and Conditions of Delivery and are applicable if Collé provides services concerning Safety & Training.

## Article 52 - Registration

- 52.1. The registration will be accepted after the Order conformation has been received, unless the Client has been informed otherwise in writing.
- 52.2. Collé reserves the right to refuse registration to a Training based on reasons of its own.
- 52.3. The location of the Trainings will be determined by Collé. Collé reserves the right to change the location, date and time of all Trainings. Collé is not Liable for any financial loss of the Client or the Trainee due to a change of location.
- 52.4. A Training will take place if, to the judgement of Collé, an adequate amount of Trainees will participate. Enrolled Trainees will be informed in writing.

## Article 53 - Copyright and reservation of ownership

- 53.1. Without the prior written consent of Collé nothing of the Training Material may be duplicated, stored in a computerised data file or made public in any form or manner whatsoever, whether electronic or mechanical, by photoprint, reproduction or any other means.
- 53.2. It is not permitted to make the Training material available or to sell the Training Material to third parties.
- 53.3. All (customized) (Training) Material will at all times remain the full intellectual property of Collé.
- 53.4. All the Training Material provided by Collé will remain its ownership until the Client has complied with all obligations arising from the Contract with Collé.
- 53.5. Certificates of participation (module) certificates and diplomas shall be granted as the Client has fully fulfilled all his obligations arising from all Contracts with Collé.

## Article 54 - Execution time

- 54.1. The execution times agreed upon with the Client are approximate and should never be regarded as a deadline.
- 54.2. If a term is exceeded the Client shall provide Collé with a Written notice of default. Collé shall be offered a reasonable term to execute the Contract. The reasonable term will at least be equal to the original delivery term. Exceedance of the delivery time does not entitle the Client to compensation.
- 54.3. When determining the execution time Collé assumes that the Contract can be executed in the circumstances known to Collé at that time. If circumstances occur other than those known to Collé when determining the execution time, Collé may extend the execution time with the amount of time necessary to fulfil the Contract under the new conditions.
- 54.4. In the event of extra work the execution time shall be extended by the amount of time required to perform the extra work. If the extra work cannot be fitted into the planning schedule of Collé, the extra work shall be executed as soon as the planning schedule permits this.
- 54.5. In the event of weather conditions preventing the extra work being executed, the execution time will be extended with the subsequent delay.
- 54.6. In the event that the obligations of Collé are suspended, the execution time will be extended by the duration that the obligations are suspended. If the continuation of the work cannot be fitted into the planning schedule of Collé, the work shall be continued as soon as the planning schedule permits this.
- 54.7. The execution time starts after Collé receives the Quotation, Order confirmation or Contract signed by the Client as well as the possible required deposit.

## Article 55 - Execution

- 55.1. Collé determines the manner in which, and the personnel by which the Trainings will be executed. Collé is authorized to appoint third parties.
- 55.2. The Trainings usually are held in the training centre of Collé. In the event of incompany training the Client ensures the employees of Collé can carry out their work without interruption and at the agreed time and the facilities reasonably required shall be made available free of charge. The Client will ensure the free provision of energy, water, heating, lockable and dry storage and the facilities prescribed by Health and Safety Regulations.

55.3. The Client is obliged to take all necessary or appropriate safety precautions towards the employees of Collé.

- 55.4. Collé can suspend the execution of the Contract immediately if:
- employees or other auxiliary persons are (in danger of) being exposed to health hazardous substances;
  - the state of the workplace does not meet the existing health and safety legislation.
- 55.5. Complaints cannot be based on deviations from the training program due to amendments of (Health and Safety) regulations or certification bodies.

## Article 56 - Payments, necessities and obligations

- 56.1. Payment must be made before the start of the Training and/or examination. Until the related invoices are not fully paid, no (practical) exams will be conducted.
- 56.2. Unless expressly stated otherwise, shipping costs of Training Materials and exam fees, are not included in the price of the training.
- 56.3. During the Training day the Trainee shall carry a valid ID and be in the possession of a valid driving license.
- 56.4. During the practical part of the Training it is compulsory to wear safety shoes. During the training concerning hydraulic lifting systems a safety harness is mandatory as well. Trainees may use their own safety harness or they can lend one of Collé.
- 56.5. Depending on the expected weather conditions appropriately work and/or protective clothing must be worn.
- 56.6. Collé will provide security tools such as user code(s) and password to use applications and e-learning as necessary. A user ID and password are strictly personal and not transferable. The Trainee will observe strict confidentiality regarding the assigned user ID and/or password. If the Trainee knows or suspects that his user ID and/or password has been compromised, he is obliged to report this to Collé immediately.
- 56.7. The Trainee is not entitled to use his user ID/password for other purposes than training.
- 56.8. Because of safety the Trainee always need to follow the instructions of their instructor.
- 56.9. The Trainees are bound by the rules of procedure which applies during (and in the breaks between) the training. If Trainees do not comply with the applicable rules of procedure, Collé is empowered to take appropriate action in the context of the violation. These measures are to impose unilateral and can exclude the Trainee from further participation in the training.

## Article 57 - Data Protection Act

- 57.1. All information provided by the Client and the Trainee shall be recorded in our automated administration. The data will be used for responsible customer management and operation such as the enrolment of Trainees, distribution of Training Material and the reminder of the timely renewal of expiring certificates and/or diplomas.
- 57.2. Without the explicit consent of the Client and/or the Trainee, the data will not be provided to third parties.

## Article 58 - Liability and indemnity

- 58.1. The Client shall indemnify Collé against damage and third party claims resulting from either deliberate default or wilful misconduct of the Trainee, or the use of alcohol, drugs and medication affecting the ability to drive by the Trainee.
- 58.2. Collé shall not be liable for arising relating to the execution of the Training. Collé is therefore not liable for direct and / or indirect damage, including personal injury and property damage, non-material damage, consequential damage (profit loss and/or loss resulting from standstill) or any other damages resulting from any cause whatsoever, except in the event of deliberate default or wilful misconduct by Collé.
- 58.3. If the Trainee, despite of his declaration he is not unauthorized to drive motor vehicles resulting from a court ruling nor is his license revoked, which declaration is incorrect, participate in the Training, the Trainee indemnifies Collé completely, will compensate the potential fines fully and will fully take on all other financial consequences. This shall also apply if other untruthful statements were made by the Trainee, in case of which Collé would not have allowed the Trainee to participate in the Training, would Collé have known about the actual situation.
- 58.4. The Client is liable for all damages, including but not limited to damage resulting of loss, theft or fire to the Products of Collé or third parties, such as tools and materials intended for the Work, located at the location where the Training is being executed.
- 58.5. Participation in the Training is entirely at the own risk of the Client and/or Trainee.

## II.E. Chapter 5: Collision damage waiver

The provisions in this chapter "Collision damage waiver" apply in addition to the general section of these General Terms and Conditions of Delivery and are applicable if the Client explicitly concluded a CDW with Collé in Writing.

## Article 59 - Applicability

- 59.1. Collé waives its right to compensation of damage resulting from theft, loss or destruction of the Product to the level of the applicable excess, if the conditions and restrictions of the CDW are being met.
- 59.2. CDW is only applicable to the extend as expressly agreed with Collé in Writing. The Client is only entitled to claim CDW if the related fees have been paid to Collé and if the Client fulfilled all his obligations resulting from the Contract.
- 59.3. CDW shall only apply to material damage or current market value to (a part of) the Product caused by loss or damage of or to the Product (including related costs of actions pre-approved by Collé) if caused by extraneous cause which occurred in Denmark.

59.4. Solely the Client can derive rights from CDW. The Client indemnifies Collé for claims of third parties, including subrogated insurers.

- 59.5. CDW does not apply if the Client, in the event of damage, can benefit from any insurance or other facility the Client could derive rights of if CDW did not exist.
- 59.6. CDW does not apply to Products rented by Collé from fellow rental companies.
- 59.7. Recourse of costs relating to the determination of the damage will exclusively be limited if the determination of the damage is executed by the Technical Department of Collé or by an expert to be appointed by Collé.

## Article 60 - Ownership

- 60.1. All products will, at all times, remain with Collé regardless of the applicability of CDW.
- 60.2. The billing and payment of the damage or excess shall not transfer any ownership.

## Article 61 - Exclusions

- 61.1. Damage caused by or to, arising from and following from the following are excluded from CDW:
- deliberate default or wilful misconduct of the Client and/or his employees and/or other auxiliary persons;
  - improper and/or Injudicious use or care, any act or omission of the Client and/or his employees and/or other auxiliary persons, including but not limited to the use of the Product without the required licenses or certificates;
  - use of the Products for other purposes than those for which they are supplied;
  - damage due to concrete pollution.
  - damage that do not meet the uncertainty requirements.
  - damage to (pneumatic) tires, unless other damage to the Product has occurred caused by the same cause;
  - armed conflict, civil war, rebellion, civil disturbance, strike, riot or mutiny or nuclear reactions, regardless of how they occurred;
  - the rehiring of the Product or making the Product available to third parties;
  - the failure to comply with preventive measures and/or other instructions printed on the Contract or (product)manual.
- 61.2. In addition to the aforementioned exclusions, the recourse against the Client will not be excluded if the following conditions and circumstances are not verifiable met:
- when possible, the Product is secured with a (trailer)lock, shall be stored outside regular working hours or shall be placed in a lockable location, or, if that is physically impossible, in a secure location or solidly fenced outside area or construction site;
  - in the event of forced entry of the building, container, portacabin or fence. Forced entry will solely be established if there are external detectable signs of forced entry.

## Article 62 - Obligations is the event of damage

- 62.1. As soon as the Client is (or rationally could be) aware of the damage, at the risk of forfeiting any right to limitation of the right to recourse, the Client is obliged to:
- immediately report the incident to Collé;
  - cooperate fully with the settlement of the claim, specifically to follow up on the instructions of Collé, to provide the requested information and documents (including a fully completed and signed accident report with a description of the relevant facts and circumstances);
  - to file a report with the appropriate authority and to provide Collé with a (copy of) the official report in the event of theft and/or loss.

## Article 63 - Costs, compensations and excess

- 63.1. For CDW to be applicable the Client owes a fee, expressed in a percentage of the rental price to Collé.
- 63.2. CDW does not create any right for reimbursements or refunds to the Client.
- 63.3. The following excess is applicable per damage event and shall be paid to Collé by the Client:
- in the event of damage to the Product € 2.500;
  - in the event of theft/loss of the Product the excess depends on the replacement price of the Product:
    - the excess shall be € 5.000 when the replacement price of the Product is higher than € 5.000;
    - the excess shall be € 1.250 when the replacement price of the Product is below € 5.000;

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