

### GENERAL RENTAL CONDITIONS DIESEKO GROUP B.V.

Effective from 1<sup>st</sup> October 2008

#### Article 1 - Definitions and general provisions

- 1.1 The following definitions apply to these Rental Conditions:
- Lessor: Dieseko Group B.V. and every Dieseko Group B.V. establishment or location.
  - Hirer: the Lessor's (potential) counter party with regard to a (potential) Rental Agreement.
  - Parties: Lessor and Hirer together.
  - Equipment: all movable property rented to the Hirer by the Lessor, irrespective of whether such property is owned by Lessor or not.
  - Week: a period of five consecutive Rental Days, for which the weekend (Saturday and Sunday) is not taken into account, unless the equipment is used on a Saturday and/or Sunday or is used as stand-by equipment. National holidays that fall on week days (Monday to Friday) will be regarded as Rental Days free of charge, unless the equipment is used or is used as stand-by equipment on these days.
  - Rental day: Calendar Day.
  - Written/in writing: in a document, by fax, e-mail, via the Internet or other electronic media.
- 1.2 Verbal arrangements between Parties will only be valid after their written confirmation by the Lessor, or after the Hirer has signed a written document, including but not restricted to a Rental Agreement, which is signed at the delivery of the Equipment.
- 1.3 The Lessor may require the Hirer or the person who takes delivery of the Equipment on the Hirer's behalf to provide proof of their identity.

#### Article 2 - Applicability

- 2.1 These Rental Conditions apply to all legal relationships between Lessor and Hirer.
- 2.2 Lessor explicitly rejects any General Conditions of the Customer and shall only accept deviations from these Rental Conditions if Lessor has previously agreed to these deviations in writing.

#### Article 3 - Offer and Agreement

- 3.1 Any offer made by Lessor to Hirer is without obligation.
- 3.2 Any information and prices in printed matter, catalogues or on the Internet do not constitute an Offer by the Lessor. Such information does not create any rights for Hirer.
- 3.3 A Rental Agreement will be concluded at the first of the following events: 1) when the Rental Agreement is signed by or on behalf of Hirer or 2) when Hirer's Order, based on the Offer, is confirmed in writing by Lessor.

#### Article 4 - Rental Period

- 4.1 The Rental Period is at least one Rental Day or multiple days. A minimum Rental Period applies for certain Equipment.
- 4.2 The Rental Period commences on the day when the Equipment is made available to the Hirer, unless Parties agree otherwise. The Rental Period terminates on the day when the Equipment is returned to Lessor's control, unless Parties agree otherwise.
- 4.3 Equipment provided with an hour meter will be rented to Hirer for a maximum of 10 operation hours per Rental Day or 50 operation hours per Week. If the Equipment is used for more than 10 hours per Rental Day, or more than 50 hours per Week, Hirer must pay a surcharge pro rata.

#### Article 5 - Available Equipment

- 5.1 The rental fees are only applicable to the Equipment that the Lessor has in stock.
- 5.2 If any Equipment is not available at the Lessor's nearest warehouse but is available at another warehouse, the Hirer may collect the equipment from the other warehouse or the Lessor may arrange for its delivery by the other warehouse and charge the transport costs to the Hirer.
- 5.3 Certain Equipment is only available at specific locations due to its volume, weight or nature; such Equipment will only be delivered from these locations and must be returned there.
- 5.4 If the required goods are not in stock at any of Lessor's locations, Lessor may, if so desired, act as an agent to deliver the Equipment. In such a case Hirer will be bound to the terms and conditions of such third party which is contracted by Lessor. The Hirer will pay the Lessor the hourly fee to be agreed upon. Lessor shall not be liable for any damage caused by or with the Equipment provided by such third party.
- 5.5 The Lessor will deliver the Equipment in a clean and usable condition.

#### Article 6 - Transport of Equipment by the Lessor

- 6.1 The Hirer shall bear the costs and associated risks of transport, including loading and unloading, unless the Equipment is transported by or on behalf of the Lessor. In the latter case only the costs are for the account of the Hirer.
- 6.2 If agreed with the Hirer, the Lessor will arrange transport of the Equipment, and if possible including loading and unloading, to and from a location to be specified by the Hirer at ground floor level and accessible to the vehicle used, at a cost to be agreed separately.
- 6.3 Lessor will inform the Hirer as accurately as possible about the delivery and pick-up times. The Hirer cannot derive any rights from the stated delivery times.
- 6.4 Partial deliveries are permitted.
- 6.5 Any auxiliary materials used for the transport, which are not for single use, such as pallets, crates, containers, etc. will remain the property of the Lessor or the haulier company contracted by the Lessor, even if the Hirer has paid a deposit on such goods. The Hirer must return such auxiliary materials upon the first request. These auxiliary materials must not be made available to any third parties. If the auxiliary materials are not returned, the Hirer will refund the purchase price plus a 15% surcharge.
- 6.6 The Hirer is responsible for making available the necessary and authorised staff at the agreed date and time for the reception or the return of the Equipment. If Hirer does not comply with this obligation, the Lessor reserves the right to take the Equipment back without unloading or, as the case may be, not to load the Equipment and leave it behind for Hirer's account and risk. Any costs resulting from this and additional costs for a new delivery or pick-up run will be for the account of the Hirer.

#### Article 7 - Obligations and rights of the Lessor

- 7.1 The Lessor is entitled to deliver the Equipment with minor differences to the stated features, including but not limited to: minor differences in colour, design, weight or size, different parts or software which are technically and in quality comparable and which do not adversely affect the functioning of the Equipment.
- 7.2 The Lessor is responsible for and will pay for preventive and corrective maintenance on the Equipment before the Rental Period. Daily maintenance and maintenance not required as a result of normal use by the Hirer must be paid by the Hirer. As far as possible, this maintenance work will be carried out on work days between 8.00 am and 4.00 p.m.
- 7.3 If the Equipment does not work properly when used in a normal way, its repair will be carried out by or on behalf of the Lessor as soon as possible.
- 7.4 Lessor provides Hirer with the relevant manuals or operation instructions.

#### Article 8 - Obligations of the Hirer

- 8.1 The Equipment may only be used by the Hirer personally and/or the Hirer's staff during the course of their work.
- 8.2 The Equipment must be used according to its intended use. If the Hirer is in doubt about or is unfamiliar with the Equipment and/or does not fully understand the instructions for use and/or is uncertain about the suitability of the Equipment for the Hirer's intended use, the Hirer should seek the advice of the Lessor before using the Equipment.
- 8.3 Hirer undertakes that the Equipment will exclusively be used according to the applicable laws and regulations and/or industry guidelines.
- 8.4 Hirer undertakes that any Equipment which must exclusively be operated by staff with a specific expertise, will not be used by staff without this specific expertise.
- 8.5 Hirer must carefully adhere to any instructions for use provided - in any form - by the Lessor and Hirer must in particular carry out the normal daily maintenance, which includes for diesel driven Equipment at least the checking of fluid levels, such as oil, coolant, battery and for vibrators the oil level of the gearbox. Additionally, Hirer must notify Lessor when a periodic service inspection (details are listed on the relevant maintenance sticker) may be carried out. Hirer will allow Lessor to carry out any necessary work to the Equipment.
- 8.6 Hirer undertakes to possess the relevant permits, approvals and authorisations which are required to work with the Equipment.
- 8.7 Hirer undertakes to keep the Equipment in good condition and to return it to the Lessor in a clean, good and immediately usable condition, except for normal wear. A haulier who delivers or picks up the Equipment on behalf of the Lessor is not authorised to inspect the condition of the Equipment on behalf of the Lessor, to count Equipment and/or to determine the nature of the Equipment. If the Equipment is provided with a drain tray to collect oil and other residues, Hirer must empty and clean such tray before returning the Equipment. Lessor is entitled to charge the Hirer with the costs for cleaning.
- 8.8 Hirer, or any third party involved by Hirer, must not carry out any work to the Equipment, nor add any modifications, extensions or attachments, except for the daily maintenance as described in Article 8.5.
- 8.9 Hirer is responsible for correct operating conditions, if applicable, such as safe electrical connections, cooling water supply and discharge, condensation discharge and possible exhaust ducting for exhaust fan discharge.
- 8.10 The assembly, dismantling and installation of the Equipment will be carried out by and at the expense of the Hirer, unless agreed otherwise.
- 8.11 The Equipment risk passes to the Hirer from the commencement until the termination of the Rental Period as stated in Article 4.2 of these Rental Conditions.
- 8.12 The Hirer must check the Equipment for defects as soon as the Rental Period starts. The Hirer will notify the Lessor of any defects without delay and at the latest within 24 hours. In the absence of any notification to the contrary, the Equipment will be considered to have been delivered in a satisfactory condition.
- 8.13 The Hirer must inform the Lessor without delay and at the latest within 24 hours of the occurrence of any damage, loss, theft, destruction, seizure and/or claims by third parties in respect of the Equipment.

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### Article 9 Article 9 - Prices, invoicing and payment

- 9.1 The Hirer must pay the rental fees charged by the Lessor in accordance with the most recent price list, irrespective of whether all accounting requirements have been fulfilled.
- 9.2 The rental fees apply only to use of the Equipment in the Netherlands, Belgium. For use in other countries, on ships and for offshore activities, the Lessor and the Hirer will agree on additional (price) arrangements. The Lessor is under no circumstances liable for costs and damage resulting from use of the Equipment in other countries than listed in this Article, on ships or offshore without previous agreement.
- 9.3 The Lessor is entitled to modify the agreed price during the Rental Period if the Rental Period is longer than 30 calendar days. The Lessor is also entitled to modify the agreed price if legal requirements or cost price determining factors oblige the Lessor to do so. The Hirer must notify the Lessor within one week of receiving notification of the price change of whether the Hirer will continue to rent the Equipment at the new price or will terminate the Rental Agreement.
- 9.4 In principle, the Hirer must pay the Rental fees in cash when the Equipment is returned. At the sole discretion of the Lessor, payment may be made upon receipt of an on-account invoice under terms agreed between the Hirer and the Lessor. If the Lessor agrees to allow the Hirer to pay rental fees upon receipt of an invoice, invoicing will take place either immediately after the termination of the rental period, or every two or four weeks, whichever comes first. Hirer must pay within 30 days of the invoice date, without deductions or offsetting of debts.
- 9.5 On overdue payments the statutory trade interest shall be payable by Hirer, without a notice of default being required, from the due date onwards, as well as collection costs both in and out of court, which will be established at a minimum of 15% of the amount concerned. The above-mentioned provision applies without prejudice to the Lessor's right to suspend any of its outstanding obligations when the Hirer is in arrears with the payment of one or more instalments that have become due.
- 9.6 The Lessor is entitled to require the Hirer to pay a deposit or another form of security. The Lessor will return the deposit to the Hirer at the end of the Rental Period after deducting any costs incurred by the Lessor for the repair or replacement of the Equipment, to the extent that these costs should be borne by the Hirer.
- 9.7 Unless indicated otherwise, all prices are excluding BTW (Dutch VAT), transport, fuel, packaging and consumables.
- 9.8 Diesel-driven Equipment and/or fuel tanks will be delivered with a full tank and fuel consumption will be calculated and added to the fee when the Equipment is returned.
- 9.9 The Lessor is entitled to offset any of the Hirer's claims in respect of the Lessor expressed in cash terms against any claims of the Lessor in respect of the Hirer.

### Article 10 Article 10 - Force Majeure

- 10.1 If a temporary state of force majeure occurs, the Parties may be exempted from the fulfilment of their obligations under this agreement for a mutually agreed period of not more than one month under the condition that the party that is affected by force majeure shall inform the other party of this circumstance without delay. The parties will consult with each other on the consequences of such a situation and may decide, if appropriate, that if this situation lasts for a longer period than two months, the Agreement may be terminated without liability for compensation of damage or costs. A permanent state of Force Majeure constitutes a ground for immediate termination of the Agreement. Force Majeure is taken to mean circumstances that impede the performance of the Agreement and which are out of the control of the parties, including any suppliers or subcontractors, even if such circumstances could be foreseen when Agreement was concluded.

### Article 11 - Liability

- 11.1 The Hirer shall be liable for all losses suffered by the Lessor as a result of damage to, loss or destruction and/or theft of the Equipment or failure to remove residues from the Equipment during the Rental Period, even if this damage is only discovered by the Lessor at the time of the inspection after the end of the Rental Period, with the exception of damage due to normal wear and tear. In the case of loss, destruction and/or theft, the Hirer will refund the purchase price plus a 15% surcharge.
- 11.2 Hirer shall be liable for any damage with or by the Equipment during the Rental Period. Hirer shall indemnify Lessor against any claims by Hirer or third parties for the reparation of such damage.
- 11.3 If the Hirer remains in default in respect of the fulfilment of these Conditions, all costs which the Lessor has incurred or incurs, including any costs incurred in and out of court, shall be borne by the Hirer.
- 11.4 The Hirer must promptly pay the Lessor any fines concerning offences caused by or on behalf of the Hirer with the Equipment during the Rental Period.
- 11.5 If Lessor is liable for any damage suffered by the Hirer, such liability will be restricted to the amount due to direct damage, to a maximum of the rental fee. The Lessor shall not under any circumstances be liable for indirect and/or consequential damage.

### Article 12 - Insurance

- 12.1 Unless explicitly agreed otherwise, the Hirer will use the insurance cover arranged by the Lessor. The Hirer will pay a surcharge on the total rental fee for the insurance cover. The Hirer will have to accept a certain excess. Before the Rental Agreement is entered into, the Lessor will inform the Hirer of the amount of the surcharge, the cover and the excess.
- 12.2 If the Hirer opts not to use the insurance cover for the Equipment referred to in the previous item, the Hirer is required to provide adequate insurance cover for the Equipment in some other way. At the first request of the Lessor, the Hirer will provide the Lessor with proof that adequate insurance cover has been arranged.

### Article 13 - Cancellation or suspension of a confirmed order

- 13.1 If the Hirer cancels or suspends a confirmed order, the Lessor shall be compensated in the following way:
  - 25% of the rental fee when the cancellation takes place within one week before the start of the Rental Period
  - 50% of the rental fee when the cancellation takes place within two days before the start of the Rental Period
- 13.2 The Hirer shall also reimburse the Lessor in full for any costs incurred with regard to customised Equipment or Equipment which has already been ordered from third parties and which cannot be returned to the supplier without costs. If the order is carried out after its suspension, payments that were already made will be deducted from the invoice for the total order performance.

### Article 14 - Termination/dissolution

- 14.1 If the Hirer fails to fulfil any of its obligations that result from this Agreement concluded with the Lessor, or fails to do so in a timely manner, the Hirer will be considered to be in default by operation of law and the Lessor will be entitled to terminate (dissolve) this Agreement without any further notice of default.
- 14.2 In case of bankruptcy, suspension of payments, closing down or liquidation of the Hirer's company, the Lessor will be entitled to suspend performance of this Agreement and all other agreements in force between the Lessor and the Hirer, or to demand payment for this in cash, or to terminate (dissolve) the Agreement, in whole or in part, at the Lessor's discretion, promptly and without judicial intervention, without the Lessor being liable for any damages or warranty, and without prejudice to any other rights the Lessor may have. In these cases, any debts that the Hirer owes the Lessor, will become immediately due in full. In these cases, the Lessor will also be entitled to repossess its goods, being the Lessor's property.
- 14.3 All costs, in and out of court, which the Lessor incurs as a result of the Hirer's failure to fulfil any of its obligations arising from the Agreement and these Conditions, shall be borne by the Hirer.

### Article 15 - Subrent or transfer of rights.

- 15.1 The Hirer is not authorised to hire the Equipment to any other party without obtaining the Lessor's prior written consent, which may be granted subject to specific conditions.
- 15.2 The Hirer is not authorised to transfer his rights and obligations under the Rental Agreement to a third party without obtaining the Lessor's prior written consent, which may be granted subject to specific conditions.

### Article 16 - Applicable law and disputes

- 16.1 All legal relationships between the Hirer and the Lessor are exclusively governed by Dutch law.
- 16.2 All disputes that may arise from a legal relationship between the Hirer and the Lessor (including disputes which are only regarded as such by one of the parties) will be submitted to the competent Court where the Lessor's establishment concerned is registered, unless parties have agreed otherwise, in writing.
- 16.3 If any stipulation in these Rental Conditions is invalid or null and void, the other stipulations will remain in full force. Parties agree to replace the invalid or void stipulation by a stipulation which is similar to the invalid or void stipulation in content and purport.