

General Terms and Conditions of VAN OVERBEEK SANITAIR B.V. in Oirschot, the Netherlands,

listed in the business register of the Chamber of Commerce in Eindhoven (the Netherlands) under number 55052819.

1 Definitions

These General Terms and Conditions use the following definitions:

Lessor: Van Overbeek Sanitair B.V., having its principal place of business at De Stad 15 in (5688 NX) Oirschot, or its affiliated legal entities, which declare these terms and conditions applicable in the context of a quotation to or Agreement with the Lessee.

Lessee: the natural person / legal entity / company with which the Lessor has entered into a lease / purchase agreement / contract of work / contract for the provision of services, as well as the party to which the Lessor has issued a quotation.

Days: all calendar days.

Agreement: a lease, purchase agreement, contract of work or contract for the provision of services between the Lessor and the Lessee to which these terms and conditions apply.

Contract Variations: additions to or reductions in the agreed work desired by the Lessee, resulting in additional payment on top of or reduction in the agreed price.

Lease Period: the lease period as further defined in Article 5 of these General Terms and Conditions.

Leased Items: the equipment detailed and specified in the Agreement that the Lessor will lease and deliver to the Lessee.

2 Applicability of these General Terms and Conditions

- 2.1 These General Terms and Conditions apply to all offers made by the Lessor, to all Agreements it enters into and to all Agreements that may result therefrom.
- 2.2 Any different (general) terms and conditions only apply if the Lessor has explicitly accepted them in writing, and they only apply to the relevant agreement. The Lessor explicitly rejects the applicability of purchasing conditions and/or other general or other terms and conditions of the Lessee.
- 2.3 In case of conflict between the contents of the Agreement entered into between the Lessor and the Lessee and these Terms and Conditions, the provisions of the Agreement will prevail.

3 Offer/quotation, information and formation of the Agreement

- 3.1 All of the Lessor's offers are without obligation and based on information provided by the Lessee.
- 3.2 Quotations are valid for up to fourteen (14) days from the date they are made.
- 3.3 If the Lessee's acceptance deviates (even on apparently minor points) from the offer included in the quotation, this will constitute a rejection of the offer and the Lessor will not be bound by it. In that case, no Agreement will be established.
- 3.4 A combined quotation/estimate does not oblige the Lessor to execute part of the assignment against a proportional part of the agreed price.
- 3.5 If the Lessee provides the Lessor with data, drawings and the like, the Lessor will assume their correctness and completeness and base its offer on them. The Lessee cannot hold the Lessor liable if they contain errors. The Lessor is not liable for the (harmful) consequences thereof.
- 3.6 The Lessor reserves the right to increase its rent in case of changes in factors on which prices are based. These factors include: change in freight rates, import and export duties, purchase prices or other levies and/or taxes in the Netherlands and abroad, wages, social insurance contributions and exchange rates.
- 3.7 An Agreement will only be established if and to the extent that the Lessor has confirmed an order in writing or has entered into an Agreement with the Lessee. The Agreement will be deemed to be established at the time the order confirmation is sent by the Lessor, or the Agreement is signed or otherwise confirmed by the Lessee.
- 3.8 The Agreement is valid for the period and at the rates as stated in the Agreement or as otherwise agreed upon. The Agreement will specify the day and time when the Lease Period begins and ends.

4 The Lessee's obligations

- 4.1 The Lessee will be obliged, in particular if the assembly, delivery and disassembly of the Leased Items on site have been agreed by the Lessor, to provide the Lessor in good time with all information that the Lessor, in its opinion, requires for the proper performance of the Agreement. The Lessor relies on the correctness and completeness of such information. The Lessee warrants the correctness, completeness and reliability of the information provided to the Lessor, even if it comes from third parties.
- 4.2 The Lessee will ensure, at its/their own expense, that the Lessor can dispose of the following in a timely manner:
 - the data and approvals needed to perform the work (such as building permits and exemptions);
 - the building, site or water in or on which the work is to be performed during the Lease Period;
 - adequate facilities for the supply, storage and/or removal of construction materials and tools;
 - connection facilities for electrical machinery, lighting, heating, gas, compressed air and water.
- 4.3 If the data and/or facilities required for the performance of the Agreement as referred to under 4.2 have not been provided to the Lessor or have not been provided in a timely manner, the Lessor will have the right to suspend performance of the Agreement and to charge the Lessee for the additional costs resulting from the delay - in accordance with the Lessor's rates then in force.
- 4.4 The cost of gas, diesel or other fuels, water and electricity needed will be borne by the Lessee.
- 4.5 The Lessee must ensure that the work to be performed by third parties that is not part of the work agreed upon with the Lessor is performed in such a way and in such a timely manner that performance of the work is not delayed.



- 4.6 Upon taking possession of the Leased Items, the Lessee will carefully examine them for soundness, lack of defects and completeness. If the Lessee discovers defects or deficiencies, it/they must report these to the Lessor immediately after discovery (but before commencement of the Lease Period). Defects that the Lessee has not discovered in time and/or defects that the Lessee has not reported to the Lessor in writing and in good time do not constitute grounds for reduction of the rent, dissolution of the Agreement and/or compensation of damages.
- 4.7 The Lessee will be obliged during the Lease Period to use the Leased Items with due care and diligence in accordance with their intended purpose. The Lessee may not make any alterations to the Leased Items, dispose of the same and/or transfer them to or have them used by any third party, unless the Lessor has granted written permission for this.
- 4.8 The Lessee will immediately notify the Lessor if the Leased Items are attached or if any other claim is made on the Leased Items or any part thereof. In addition, the Lessee will, upon request, inform the Lessor where the Leased Items are located. In the event of attachment or in the event of bankruptcy, the Lessee will immediately notify the attaching bailiff, administrator or insolvency practitioner of the Lessor's proprietary rights.
- 4.9 Except for assembly and disassembly of the Leased Items by the Lessee if so agreed, the Lessee will not be permitted, without the Lessor's written consent, to move the Leased Items, to assign the Leased Items to a use other than that referred to in the Agreement, to repair or disassemble all or part of the Leased Items, to make alterations in or to the Leased Items and to add and/or affix anything to them, to let or sublet them to third parties or have such third parties use them, or to transfer the rental rights in whole or in part to third parties or to bring them into a company or to sell or transfer them to a legal entity or to encumber them with a limited right.
- 4.10 The Lessee will notify the Lessor without delay if the Leased Items require any maintenance. If the Lessee fails to notify the Lessor in a timely manner that maintenance is necessary, the Lessee will be obliged to compensate the Lessor for any damage suffered by the Lessor as a result of such failure. The cost of necessary maintenance caused by improper, excessive use of the Leased Items will be borne by the Lessee during the Lease Period.
- 4.11 The Lessee agrees to provide the Lessor with access to the Leased Items at all times so that the Lessor or a third party designated by the Lessor may perform maintenance and/or repair work within a reasonable time.
- 4.12 The Lessee must ensure that someone is present for return of Equipment. If no one is present at pickup, the Lessor may still take back the Leased Items. If a dispute arises as to whether the Lessee left the Equipment in good condition or left the correct amount of Equipment, the Lessee will have the express burden of proof in this regard.

5 The Lease Period

- 5.1 The Lease Period will commence on the date and at the time agreed in the Agreement. If the Lessee fails to take delivery of the Leased Items at the agreed time and this is not attributable to the Lessor, and/or if the Lessee fails to fulfil the payment obligation to the Lessor in a timely manner, the Lessee will be in default without further notice of default being required. Without prejudice to the right to damages, the Lessor will then be entitled to terminate the Agreement with immediate effect without judicial intervention. The Lessor will not be obliged to make the Leased Items available to the Lessee until all commercial and technical details have been agreed upon and all necessary data are in the Lessor's possession and the necessary conditions for the performance of the assignment have been met. Exceeding the agreed term of making the Leased Items available to the Lessee will never entitle the Lessee to damages.
- 5.2 Unless another method of return has been agreed, including on-site disassembly by the Lessor, the Lessee will return the Leased Items undamaged and/or in their original condition on the day and at the time the Lease Period ends. The Lessor's address is provided in the Agreement.
- 5.3 The Lessee is not permitted to return the Leased Items earlier than at the end of the Lease Period, unless otherwise agreed. The Lessor does have the right - without the Lessee being able to claim damages in this respect - to reclaim the Leased Items. If the Lessee fails to return the Leased Items as agreed at the end of the Lease Period, the Lessor may immediately take back the Leased Items. The Lessee's contractual obligations will continue until the moment the Leased Items are returned to the Lessor. If the Lessee fails to return the Leased Items on time, the Lessor will be free to charge the Lessee 125% of the daily rent for each day or part of a day that the Leased Items are returned late, without prejudice to the Lessor's right to claim additional damages from the Lessee.

6 Cancellation

The Lessee may cancel the Agreement in writing before the start of the (first) Lease Period. However, the Lessee will then owe the following fee:

- 50% of the total contract price, as specified in the Agreement, if the cancellation occurs two (2) months before the start of the Lease Period;
- 75% of the total contract price, as specified in the Agreement, if the cancellation occurs within two (2) months to two (2) weeks before the start of the Lease Period, and
- 100% of the total contract price, as specified in the Agreement, if the cancellation occurs two (2) weeks before the start of the Lease Period.

7 Assembly/disassembly and delivery/return

- 7.1 Delivery will be made to the Lessee's address, unless the parties have expressly agreed otherwise. The Lessor will perform assembly and disassembly work to the best of its knowledge and ability and in accordance with the requirements of good workmanship. This is always based on the state of the art known at the time.
- 7.2 If and to the extent required for the proper performance of the Agreement, the Lessor has the right to have work performed by third parties.
- 7.3 If it is agreed that the Agreement will be performed in phases, the Lessor may suspend the performance of those parts belonging to a subsequent phase until the Lessee has approved the results of the preceding phase in writing.



7.4 After assembly by the Lessor, the work will be recorded and inspected by the Lessee as referred to in Article 4.6, after which the work will be at the Lessee's expense and risk during the Lease Period until disassembly by the Lessor.

7.5 The Lessee must ensure that someone is present for return of the Leased Items. If no one is present at pickup, the Lessor may still take back the Leased Items. If a dispute arises as to whether the Leased Items are left in good condition or in the correct number (which includes the number of hours of operation) by the Lessee, the Lessee has the express burden of proof in this regard.

8 **Changes and contract variations**

8.1 If the Lessee desires any changes in the (performance of the) Agreement after the Agreement with the Lessor has been established, the Lessee must notify the Lessor of such changes in writing before the Lessor commences performance of the Agreement. Such changes will not become part of the Agreement entered into between the Lessor and the Lessee until the Lessor has accepted such changes in writing or has commenced performance thereof. If, in the Lessor's judgement, the changes desired by the Lessee make proper performance of the Agreement impossible, the Lessor will be entitled to terminate the Agreement with the Lessee. In this case, the Lessor will not be liable for any damages suffered by the Lessee as a result, of whatever nature and extent. Any issues resulting from the instructed changes will be at the Lessee's expense and risk.

8.2 If the Lessor accepts the changes to the original Agreement or has started performance thereof, the Lessee will be obligated to pay all resulting (additional) costs to the Lessor as costs of additional work, without prejudice to the Lessee's other payment obligations with respect to the Agreement entered into with the Lessor.

8.3 If said changes result in a delay in the performance of the Agreement, the terms specified by the Lessor will be extended by adding the period of the delay. The Lessor will never be liable to the Lessee with respect to any resulting delay.

8.4 If the Lessor otherwise believes that any additional work constitutes a contract variation, it will notify the Lessee in writing as soon as possible. In doing so, the Lessor will also provide the Lessee with an indication of the consequences for the term of completion of the performance of the Agreement, as well as the costs associated with the additional work.

8.5 If the Lessee has not notified the Lessor within four (4) business days of receiving the notice referred to in paragraph 4 that it/they object(s) to the additional work, the Lessee will be deemed to have accepted such additional work and the Lessee will be obliged to pay the Lessor the resulting (additional) costs.

9 **Terms, delivery and delivery time**

9.1 The terms / delivery times specified by the Lessor to the Lessee in connection with the performance of the Agreement will be indicative only and will never be final deadlines.

9.2 If the Lessor's performance of the Agreement cannot take place within the agreed period, the Lessor will notify the Lessee as soon as possible of the period within which the Agreement can be performed.

9.3 If any term specified by the Lessor is exceeded, the Lessor will not be in default in this respect until the Lessee has given the Lessor written notice of default and granted the Lessor a reasonable period of time to remedy this and fulfil its obligations to the Lessee.

10 **Prices and rates**

10.1 Unless the Lessee is a consumer, the prices and rates quoted by the Lessor are exclusive of turnover tax and any other government-imposed charges. The prices and rates apply to the Agreement specified in the order confirmation / quotation in accordance with the specifications and period(s) specified.

10.2 The parties may agree on a fixed price upon establishing the Agreement.

10.3 If no fixed price is agreed upon, the price will be determined based on the actual number of hours spent (management). The price will then be calculated in accordance with the Lessor's usual hourly rates applicable to the period in which the Leased Items are made available to the Lessee, unless a different hourly rate has been agreed.

10.4 For assignments with a duration of more than four (4) weeks, the charges payable by the Lessee will be charged periodically (weekly).

10.5 The Lessor will have the right to charge the Lessee for all price-increasing factors arising after the quotation is issued or the Agreement is concluded.

10.6 The Lessor will notify the Lessee in writing of the intention to increase the fixed fee or hourly rate. The Lessor will state the extent of the price increase, and the date on which it will take effect.

11 **Force majeure**

11.1 If the Lessor is prevented by force majeure from performing the Agreement, the Lessor will be entitled, at its own discretion, to terminate all or part of the Agreement without judicial intervention, without the Lessor being liable for any damages. If upon the occurrence of the force majeure, the Lessor has already partially fulfilled its obligations or can only partially fulfil its obligations, it will be entitled to invoice separately the portion with respect to which it has already performed or can still perform, and the Lessee will be required to pay such invoice as if it were a separate Agreement.

11.2 Force majeure means all circumstances as a result of which the Lessor is temporarily or permanently unable to comply with its obligations, such as but not limited to, strikes, fire, extreme weather conditions, riots, war, government measures such as import and export restrictions, supplier defaults, transport problems, natural disasters, pandemics such as but not limited to COVID-19, breakdowns in the Lessor's business or that of suppliers, theft or embezzlement from the Lessor's warehouse or workshops, and furthermore all circumstances in which the Lessor cannot reasonably be required to continue to comply with its obligations to the Lessee. Force majeure on the part of the Lessor's suppliers is also considered to be force majeure on the part of the Lessor.



12 Payment and security

- 12.1 Payment by the Lessee will be made within the final payment period stated on the invoice in the manner specified by the Lessor, unless otherwise agreed in writing. All payment terms are to be regarded as deadlines, unless expressly agreed otherwise in writing. The Lessee is not entitled to set-off.
- 12.2 Objections to invoices sent by the Lessor to the Lessee will not suspend the latter's payment obligation.
- 12.3 If the Lessee does not fulfil its/their obligations to the Lessor within the agreed payment period, the Lessee will be in default by operation of law without any notice of default being required. From the moment when the Lessee is in default until the date of full payment, the Lessee will owe default interest of 1% on the amount due per month or part of a month, without prejudice to the Lessor's right to performance, dissolution and/or damages.
- 12.4 All costs involved in collection of amounts invoiced by the Lessor (including extrajudicial collection costs) will be borne by the Lessee. The extrajudicial collection costs total 15% of the principal sum, with a minimum of €250, excluding turnover tax. The Lessee will, upon or after entering into the Agreement, at the Lessor's request, be required to pay a security deposit into an account number to be specified by the Lessor. The Lessor will be entitled to suspend the provision of the Leased Items until the deposit has been paid in full. The deposit will be refunded to the Lessee at the end of the Agreement, without compensation of interest and subject to setoff against what the Lessee owes the Lessor.
- 12.5 If, in the Lessor's opinion, the Lessee's financial position gives cause to do so, the Lessee will be obliged, immediately upon the Lessor's request, to provide security (additional or otherwise) to the Lessor's satisfaction for the performance of the Lessee's obligations under the Agreement. If the Lessee fails to provide adequate security in a timely manner, the Lessor will be entitled to terminate the Agreement with immediate effect without any obligation on its part to pay damages.

13 Claims/complaints

- 13.1 Without prejudice to the provisions of Article 4.6, complaints about the work performed by the Lessor must be reported to the Lessor in writing by registered letter within 24 hours of discovery. The complaint should contain as detailed a description of the deficiency (or deficiencies) as possible, allowing the Lessor to respond adequately.
- 13.2 Complaints regarding the Lessor's performance of the Agreement will never entitle the Lessee to suspend its/their payment obligations to the Lessor.
- 13.3 If the Lessor considers a complaint to be well-founded, the Lessor will be entitled to re-perform the Agreement in question, or otherwise remedy the complaints (or have them remedied).
- 13.4 The Lessee will be obliged, if it/they is/are or remain(s) of the opinion that the Lessor has failed to perform the Agreement in a timely manner, in full or properly, to notify the Lessor forthwith in writing by registered letter in accordance with the provisions of paragraph 1, and to enforce the claims based thereon by means of a legal action within twelve (12) months from the date of the aforesaid notification, or within twelve (12) months after such notification should have been given, failing which all its/their rights and claims in this regard will lapse by the expiry of the aforesaid period.

14 The Lessor's liability

- 14.1 The Lessor's liability is expressly limited to direct damage to the Lessee's property and persons caused by a demonstrable defect in or of the Leased Items or by the Lessor's intent or gross negligence. Also, the Lessor's liability is limited to the amount paid out in the relevant case under its liability insurance policy. Liability for indirect (consequential) damage and property damage, however called, is excluded.
- 14.2 The Lessor will never be liable to the Lessee for damage and/or costs of any nature and/or extent whatsoever that are in any way connected with or result from acts, omissions, errors and/or the quality of the work delivered by third parties engaged by the Lessor in the performance of the Agreement, unless such damage is caused in part by intent or equivalent gross negligence on the part of the Lessor.
- 14.3 If and to the extent that, notwithstanding the provisions of the aforementioned paragraphs, the Lessor has any liability to the Lessee, such liability will be limited to a maximum of the invoice amount (excluding turnover tax) charged or to be charged to the Lessee for the materials delivered / work performed that caused the loss or damage, subject to a maximum of €10,000, unless and to the extent that a higher amount is paid on the basis of its insurance in that specific case. There will be an exception to the above in the event of any intent or equivalent gross negligence on the part of the Lessor. A series of related claims/events is considered one claim/event. Any liability will expire one year from the date of the loss.
- 14.4 The Lessee will indemnify the Lessor against all third-party claims for damage in connection with the agreements performed by the Lessor, unless it is established as a matter of law that such claims are the result of the Lessor's intent or equivalent gross negligence and the Lessee also proves that it/they is/are in no way to blame in the matter.
- 14.5 Any alleged right of action of the Lessee against the Lessor expires if:
 - a. the Lessee fails to cooperate or insufficiently cooperates with the Lessor regarding an investigation of the merits of the complaints;
 - b. the Lessee has not properly set up and/or moved, handled, used or maintained the Leased Items;
 - c. the Lessor was not granted the opportunity to conduct its own loss assessment, and
 - d. further after the expiration of one year from the date of the loss.



15 The Lessee's liability

- 15.1 The Lessee must report any damage to the Leased Items to the Lessor immediately upon discovery, but no later than 24 hours after its occurrence. The Lessee will be liable for all damage to the Leased Items, including damage caused by loss, embezzlement, theft, alienation and total loss, until such time as the Leased Items are taken back by the Lessor.
- 15.2 The Lessee will moreover be liable for all repair and cleaning costs incurred by the Lessor if the Leased Items are returned to the Lessor in poor condition or damaged, without prejudice to the Lessor's right to claim damages.
- 15.3 The assessment costs incurred by or on behalf of the Lessor for the purpose of determining damage, repair and/or cleaning costs to the Leased Items will be borne by Lessee.
- 15.4 In the event of loss, alienation, decay, theft, embezzlement or encumbrance of the Leased Items, the Lessee will pay the Lessor 100% of the new value of the Leased Items according to the price list in effect at the time, without prejudice to the Lessee's further right to performance, damages or otherwise.
- 15.5 If there is a situation as described in the preceding paragraph, the Lessee will no longer be required to pay the rent instalments due under the Agreement as if the Leased Items have not decayed, have not gone missing or have not been alienated, damaged, stolen, embezzled or lost.
- 15.6 The Lessee, its/their personnel, auxiliary persons and/or other persons who operate or use the Leased Items on the instructions and/or under the responsibility of the Lessee must be familiar with and act in accordance with the user and safety instructions and/or (other) manuals accompanying or attached to the Leased Items. The Lessee also warrants that all persons who operate or use the Leased Items are competent in respect of such operation and possess the relevant diplomas, certificates, etc. required by law or otherwise. The foregoing applies under penalty of forfeiture of any liability of the Lessor towards the Lessee for any damage whatsoever.
- 15.7 The Lessee is obliged to take out (liability) insurance and to maintain such insurance during the Lease Period to cover risks relating to the use of the Leased Items. Unless otherwise agreed, the Leased Items are not insured by the Lessor.

16 Suspension and dissolution

- 16.1 The Lessor may terminate the Agreement with immediate effect and take back the Leased Items at such time as:
 - the Lessee fails to perform one or more of its/their obligations during the Lease Period, or fails to do so in a timely or complete manner, unless such failure is not serious enough for dissolution;
 - the Lessee dies, is placed under guardianship, accepts suspension of payments, is declared insolvent or is declared subject to the Dutch Debt Restructuring (Natural Persons) Act (*Wet schuldsanering natuurlijke personen*);
 - the Lessor knows of the existence of circumstances of such a nature that, had it known of them, it would not have entered into the Agreement (in this manner) with the Lessee. In such case, the Lessor may seek compensation for costs, damage and interest.
- 16.2 In the event of a situation arising as referred to in paragraph 1, the Lessor or a third party to be designated by it will be entitled to take back the Leased Items, free of all rights and without any obligation to return the Leased Items to the Lessee. In an event as described in the foregoing, the Lessor or such third party as it may designate will be entitled to enter the Lessee's site and building for the purpose of taking possession of the Leased Items. The Lessee will be required to take the necessary measures to enable the Lessor to enforce its rights and to remove items not under the Lessor's control that are in, on or near the Leased Items in a timely manner.

17 Personal data

The personal data mentioned in the Agreement may be processed in a register of persons by the Lessor, as controller, within the meaning of the General Data Processing Regulation. This processing allows the Lessor to perform these Terms and Conditions and perform the Agreement, to provide the Lessee or director with optimal service and up-to-date product information, and to provide the Lessee or director with personalised offers. The Lessee and driver can then request access to and rectification of personal data processed and file an objection. In the case of direct mailing, such an objection will always be allowed.

18 Other provisions

- 18.1 The Lessor is entitled to engage third parties to perform the Agreement.
- 18.2 If several natural persons / legal entities have committed themselves as Lessee, they will always be jointly and severally liable to the Lessor for all obligations arising under the Agreement.
- 18.3 The Lessee is not permitted to remove, use or alter any indication of intellectual property of the Lessor (including but not limited to copyrights, trade marks, trade names, patents or other rights) from the Leased Items. Without written permission from the Lessor, the Lessee will not be permitted to use the Lessor's intellectual property rights and/or photographs and/or images of the Lessor's Leased Items in or for any form of documentation and/or promotional purposes for the Lessor and/or for third parties.
- 18.4 Both during and after the termination of the Agreement, the Lessee agrees to maintain absolute confidentiality in respect of all essential business information known or to become known to it/them concerning the Lessor.
- 18.5 The Lessee may not assign its/their rights to third parties or encumber them. This is a clause as referred to in Article 3:83(2) of the Dutch Civil Code (*Burgerlijk Wetboek*).
- 18.6 The Lessor may assign its rights under the Agreement to a third party. The Lessee will, if requested, provide all necessary cooperation in such assignment.
- 18.7 All legal relationships between the Lessor and the Lessee, including the Lessor's offers and quotations, will be governed exclusively by Dutch law.
- 18.8 All disputes arising from, or relating to, the legal relationship between the Lessor and the Lessee to which these General Terms and Conditions apply will be submitted exclusively to the competent court in the district in which the Lessor has its registered office, unless provisions of mandatory law dictate otherwise.

