

Article 1: Definitions

- 1.1 Supplier: The private limited company Coolworld Nederland B.V.
- 1.2 Client: the natural person(s) or the legal entity (entities) with whom the Supplier has entered into a rental agreement or is currently negotiating with to that end.
- 1.3 Rented Item: that which is or shall be rented out to Client by Supplier.
- 1.4 Agreement: the written rental agreement based on which Supplier rents out or will rent out the Rented Item to Client, including but not limited to transportation, installation, assembly, remote monitoring, planned maintenance and breakdown response for the Rented Item, providing advice with regard to the rentable equipment and/or the Rented Item as an inherent requirement of the business operations of Supplier as well as any other additional services.
- 1.5 User documentation: all documents and verbal and/or written instructions provided to Client by Supplier with regard to the Rented Item.

Article 2: Applicability

- 2.1 These terms apply to all proposals and offers made by Supplier and to all Agreements between Supplier and Client arising from these proposals and offers and shall form an integral part of such an agreement.
- 2.2 Any stipulations which deviate from or supplement these terms shall only be applicable on a case-by-case basis and shall only be binding when they were agreed on between Supplier and Client in writing.
- 2.3 The applicability of any general terms and conditions of Client is explicitly rejected unless they are explicitly accepted by Supplier in writing.

Article 3: Realization of the Agreement

- 3.1 All proposals and offers made by Supplier, in any way, remain fully without obligation, even when they include a period for acceptance. These may be revoked by Supplier at all times, even immediately after Client has accepted a proposal.
- 3.2 An Agreement is only realized between Supplier and Client when Supplier receives a fully completed and signed copy of the Rental Agreement from Client and is subject to the availability of the equipment during the rental period. Should no equipment be available at that time, it is explicit that no Agreement shall be realized.

Article 4: Transfer and other performance

- 4.1 All delivery terms listed are based on circumstances relevant at the time of the Offer. Client cannot derive any rights from these delivery terms; therefore these shall never be binding or final.
- 4.2 Unless otherwise agreed on in writing, the Rented Item shall be rented out from the warehouse of Supplier.
- 4.3 Supplier can provide the delivery of the Rented Item at the request of Client as well as the collection, the latter after the termination of the Agreement. In that event, Client shall ensure that the delivery and collection of the Rented Item can occur unhindered. Client is permitted to inspect the Rented Item before the date of the transport. In accordance with article 5.1, all transport costs are at the expense of Client.
- 4.4 Client shall provide adequate insurance of the Rented Item during the transport, with an insurance cover at least equal to the replacement cost of the Rented Item, the insurance shall commence upon the moment of unloading or discharge of the Rented Item both for the delivery and the collection of the Rented Item, such in accordance with the provisions of article 12.2.
- 4.5 Client shall only move or transport the Rented Item after receiving written permission to do so from Supplier. In the event that the Rented Item is transported by Client or by a third party on instruction of Client, this shall occur at the expense and risks of Client.
- 4.6 Supplier is authorized to deliver and invoice in parts, such at its own discretion.
- 4.7 The rental period commences and ends as agreed on in writing. Should, for whatever reason, the Rented Item not be available for delivery or collection on the agreed date, Client shall nevertheless owe the rent for the Rented Item from the agreed on date of commencement. Should the Rented Item be returned to the Supplier before the end date as listed in the Agreement, Client shall be obligated to pay the full remaining rental period.

- 4.8 Should the Rented Item be received by Client on another day than the agreed date or should the Rented Item be returned to Supplier by Client on any other day than the agreed date, Client shall be liable towards Supplier for all ensuing costs.
- 4.9 In the event that the agreed on rental period is extended after the termination of the rental period with Supplier's permission, the rent shall be calculated and paid based on the previous rent and all provisions of the Agreement and the General terms and conditions shall remain valid.
- 4.10 Supplier shall never be obligated to allow extension of the rental period at the request of Client.

Article 5: Prices

- 5.1 The prices listed in the offer and Agreement issued by Supplier are in euros and are exclusive of VAT, taxes, levies, insurances and extraordinary costs and expenses. The prices listed by Supplier apply to the scope of delivery or the activities as referred to in the offer or Agreement. Additional work, as well as special considerations, including but not limited to: assembly, disassembly, cleaning costs and transport costs, will be calculated separately at the rates as applied by Supplier at that time.
- 5.2 Should any change occur in pricing factors after the offer is made by Supplier or after the Agreement is realized, Supplier may adjust the rental fees accordingly.
- 5.3 All costs arising from additions and/or changes to the Agreement are fully at the expense of Client.
- 5.4 Prices listed in Agreements with a duration of more than six months, in which the turn of the year occurs during this period, shall be increased with a percentage equal to the consumer price index (CPI) of the month of October of the year prior to price increase.

Article 6: Payment

- 6.1 Supplier is entitled to request a deposit from Client at any time prior to or during the rental period. In the event of a deposit prior to the rental period, the deposit must be paid at least 7 days prior to the commencement date of the rental period. Should the delivery be less than a week away or should Supplier request a deposit during the rental period, Client shall pay the deposit immediately on request of Supplier.
- 6.2 Supplier shall determine the deposit in proportion to the rental period and the value of the Rented Item.
- 6.3 When a deposit is not paid in time, Supplier shall be entitled to either suspend the performance of the Agreement or unilaterally terminate the Agreement, such at its own discretion without any liability for compensation arising on the part of Supplier.
- 6.4 Unless otherwise agreed in writing, Client is obligated to pay all invoices without discount, compensation or setoff within fourteen (14) days after invoice date, such by bank transfer to the bank account as indicated by Supplier. The payment date shall be the date on which the money was credited to the bank account indicated by Supplier.
- 6.5 If the payment term is exceeded, Client shall be in default by operation of law (therefore without any demand or notice of default being required).
- 6.6 As soon as Client is in default in regard to the fulfilment of a commitment towards Supplier, all debts Client owes to Supplier become immediately due and payable.
- 6.7 From the moment that Client is in default, Client shall owe the commercial interest rate increased with two (2) percent for each month the default continues. A part of a month shall be considered a full month.
- 6.8 Should Client have failed or be in default concerning the (timely) fulfilment of (one of) the obligations, Client shall be obligated to reimburse all ensuing extrajudicial costs to Supplier. The extrajudicial costs shall be at least 15% of the total rent, with a minimum of € 250,-, without prejudice to Supplier's right of compensation of the full and actual judicial and extrajudicial costs.
- 6.9 Payments by Client apply firstly to settle all costs, then the interest that has fallen due and finally the principal of the oldest invoices, even when Client indicates that a payment applies to a later invoice.
- 6.10 During the default, Client is not entitled to use the Rented Item. Supplier is entitled to take measures to ensure this.
- 6.11 Supplier is entitled to either suspend the performance of the Agreement with immediate effect or terminate the Agreement as soon as Client is in default. All costs connected to the suspension or termination of the Agreement are at the expense of Client.

- 6.12 Should Supplier be compelled to terminate the Agreement as a result of a breach of contract on the part of Client, Supplier shall be entitled to charge the rental costs for the remaining rental period up to the end date of the Agreement.
- 6.13 Should Client have been in default at any point, Supplier shall be entitled to require security from Client for any future payment obligations before continuing the (further) performance of the Agreement.
- 6.14 Client is not entitled to suspend or settle any payment obligation.
- 6.15 Supplier is entitled to settle whatever it is due to Client at any time and on any basis with all that Client owes to Supplier.

Article 7: Inspection/ maintenance and complaints:

- 7.1 Client should inspect the Rented Item immediately after delivery and immediately notify Supplier of any defects discovered, followed by a notification in writing, in the absence of which Client shall be considered to have received the Rented Item in good condition and without visible defects. Taking possession of the Rented Item shall mean acceptance of the state of the Rented Item. Client may be expected to have sufficient technical knowledge of the Rented Item to be able to inspect the Rented Item adequately.
- 7.2 Client is obligated to return the object clean and in the original state at the end of the Agreement and the termination of the use of the Rented Item. Should the Rented Item not be returned in a clean state, the cleaning costs shall be charged to Client.
- 7.3 Supplier shall inspect the Rented Item within three (3) working days after the return/collection of the Rented Item. In the event that damage to the Rented Item is established, Client shall be notified in writing. Client may inspect the Rented Item within three (3) working days after date of the aforementioned notification, in the absence of which the findings of Supplier shall be held as correct by parties. The repair costs, as well as costs arising from damages of any nature, shall be charged to Client. This also includes compensation of costs pertaining to the absence of or damage to any accessories provided by Supplier.
- 7.4 Client is obligated to fully and strictly comply with the User Documentation. Should Client fail to do so, Client may never appeal to a defect in the Rented Item. Proper observance of the User Documentation does not in any way imply Supplier's liability for any damage to the Rented Item.
- 7.5 During the rental period, Client is obligated to maintain a proper and operational state of the Rented Item at its expense and provide due care and diligence in doing so.
- 7.6 In the event of a visible or invisible defect to the Rented Item, Client shall immediately inform Supplier of the substantiated defect by telephone and then confirm the defect in writing.
- 7.7 Repairs, with the exception of repairs as a result of normal wear and tear, are at the expense of Client. Whether a repair is the result of normal wear and tear shall be assessed by Supplier. Client is not permitted to independently repair or have repaired the Rented Item without written permission to do so by Supplier. Supplier is entitled to inspect the Rented Item at all times. Should Supplier not use this right, this shall not impair any right of Supplier.
- 7.8 Client shall offer Supplier every opportunity to repair the defects.
- 7.9 All rights and entitlements available to Client based on the failure of an item or performance shall lapse if Client has not lodged its complaint within the period of time specified in this article and/or has not given Supplier the opportunity to repair the defects.
- 7.10 A Rented Item can only be returned with written permission from Supplier, unless in the event of a return due to the Agreement ending by operation of law.

Article 8: Force majeure

- 8.1 Should Supplier not be able or not timely be able to meet its obligations arising from the Agreement as a result of force majeure or other extraordinary circumstances, Supplier shall be entitled to fulfil the Agreement within a reasonable period of time, or, should fulfilment within a reasonable period of time not be possible, fully or partially terminate the Agreement.
- 8.2 In case of force majeure on the part of Supplier, Client shall be entitled to terminate the Agreement when the force majeure extends a six month period.

- 8.3 Supplier shall never be liable for compensation of costs, damages and interest, arising from the non-performance of one of its obligations as a result of force majeure.
- 8.4 In these general terms and conditions, force majeure shall mean: every circumstance beyond Supplier's control - even if such a circumstance could have been anticipated at the time of the realization of the Agreement - which continuously or temporarily impairs the fulfilment of the Agreement, as well as, in so far as not already including, non and/or not timely delivery by suppliers, illness of staff of Supplier and/or of any third parties involved by Supplier, work strikes, business interruption and/or other severe interruptions in the company, fire, leakage, theft, lack of raw materials, consumables, fuels, electricity, transport problems, state of war and treat of war, storm, black ice, snow and similar weather conditions.

Article 9: Liability

- 9.1 Supplier shall not be liable for damages, with the exception of intent or gross negligence by Supplier.
- 9.2 Should any liability of Supplier be established, the liability for compensation shall be limited to the amount covered by the insurer of Supplier. Should the damages not be covered by the insurer of Supplier, the liability for compensation shall be limited to the basic rental rates excluding VAT and exclusive of other costs arising from the Agreement applicable in the year in which the damage arose. The liability of Supplier is always limited to an amount of € 50,000,-.
- 9.3 Client shall limit any (consequential) loss by regularly and timely inspecting the Rented Item and immediately inform Supplier of (the suspicion of) a failure.
- 9.4 Any possible liability of Supplier ceases to apply when Client does not notify Supplier of the damages within seven (7) days upon discovery of the damages or the moment on which the damage should have reasonably be discovered, such per registered letter to Supplier and so that Supplier has received the notification within said period.
- 9.5 Client must prove the existence of the alleged loss. The insurer of Supplier and/or a loss adjuster on behalf of the insurer of Supplier should immediately and/or on its request be given the opportunity to determine and assess any damages.
- 9.6 Client must be insured adequately and with sufficient coverage against any risks, including all direct and indirect damages, including but not limited to the goods or equipment stored, conditioned, used, processed or produced in or with the aid of the Rented Item, or consequential damages as well as damages arising from the Rented Item no longer being available.
- 9.7 Supplier shall never be liable for damages caused by following the instructions of Client or by working with items, employees and/or auxiliary persons of Client.
- 9.8 Supplier is not liable for damages resulting from changes made or activities carried out by Client on the Rented Item. Nor is Supplier liable when Client applies the Rented Item for any other use than those it was informed of by Supplier in writing or when Client had not complied with the User Documentation. Article 7.4 and 7.5 apply mutatis mutandis.
- 9.9 Supplier is not liable for third parties or other persons which are involved by Client. Client indemnifies Supplier against all claims of third parties regarding any damages suffered or to be suffered as a result of the Agreement or its performance.
- 9.10 Supplier is not liable for general or specific advice of any nature nor for advice regarding the Rented Item. The implementation of any recommendations provided by Supplier is at the expense and risks of Client.
- 9.11 Supplier shall never be liable for direct and/or indirect damages, including but not limited to: trading loss, personal injury, financial loss, consequential damages or any other damages suffered by Client and/or third parties, either directly or indirectly.

Article 10: Right of Ownership

The realization of an Agreement shall never result in the transfer of title of the Rented Item. Client is not entitled to dispose of, pledge or in any other way encumber the Rented Item. Should Client do any of the aforementioned, it is obligated to compensate any damages suffered by Supplier and/or any third parties as a result of this.

Article 11: Third-party clause

- 11.1 Client declares to be aware of, and to the extent in which this is necessary agree to, the fact that the title of the Rented Item can be transferred to a third party by Supplier or that the Rented Item may be pledged to a third party by the Supplier or may be pledged as security for any claims a third party has or may have at any time, arising from loan agreements and/or other agreements of any nature.
- 11.2 Notwithstanding the existence of the present Agreement, Client shall surrender the Rented Item to this third party immediately on request of Supplier. Client cannot claim any right of retention, when and as soon as the third party in its capacity of owner or pledgee requests the surrender of the Rented Item on the basis of nonfulfilment of the obligations Supplier has towards this third party. Resulting from this claim of nonfulfilment of its obligations by client, the Agreement will be terminated with immediate effect by operation of law, without prejudice to the provisions of article 11.3. The abovementioned surrendering shall occur at the instructions of the third party.
- 11.3 Should the third party be or have become the owner of the Rented Item and the third party wishes to continue the present Agreement, Client shall be obligated to enter into a rental agreement with this third party for the remainder of the contract term, such immediately on request of the third party and under identical conditions.
- 11.4 The applicability of the article 7:226 and 7:227 Dutch Civil Code is explicitly excluded.
- 11.5 This third party clause cannot be revoked by Client, nor by Supplier.

Article 12: Obligations Client

- 12.1 During the term of the Agreement and during the period in which the Rented Item is held by Client, the risks of the Rented Item shall be at the expense of Client. Damage to the Rented Item is at the expense and risk of Client. Client is obligated to indemnify Supplier against all third party claims for compensation of damages, directly or indirectly caused by the Rented Item or by its use.
- 12.2 Client is obligated to insure and maintain insurance of the Rented Item against all insurable risks and comply with all the obligations arising from the insurance, such up to the time of return to the Supplier. Any rights Client has towards the insurer as a result of the insurance agreement are hereby transferred from Client to Supplier by way of assignment. Furthermore, Client shall be obligated to submit the policy to Supplier after receipt and shall also be obligated to submit any premium receipts to Supplier on Supplier's first request.
- 12.3 During the term of the Agreement Client shall not be permitted to allow any third party the use of the Rented Item without prior written consent of Supplier.

Article 13: Suspension and Termination

- 13.1 Supplier is entitled to fully or partially terminate or suspend the Agreement with immediate effect without further notice of default or judicial intervention being required, without being obligated to pay any damages, and without prejudice to the right of Supplier to claim fulfilment instead of termination or suspension, and without prejudice to its right to damages, when:
- the Client fails in the performance of the Agreement with Supplier;
 - circumstances brought to Supplier's attention after the realization of the Agreement provide grounds to fear that Client will not fulfil its obligations under the Agreement;
 - the Client applies for suspension of payment, or in the event that suspension of payment is granted;
 - the bankruptcy of the Client is applied for, or when a state of bankruptcy is declared for Client;
 - the Client applies for Debt Restructuring (Natural Persons) Act (WSNP), or is granted access to the WSNP;
 - when a significant part of Client's capital is seized.
- Should Supplier terminate or postpone the Agreement under the provisions of this article, any claim that Supplier has on the Client shall become due and payable with immediate effect.

- 13.2 Should Supplier attributably fail to comply with its obligations, Client must inform Supplier of this failure in writing and set a reasonable term in which obligations of the Agreement shall be met. Supplier may then decide at its own discretion whether to deliver the performance or (if applicable) decide on restitution of an amount proportional to the deliverable performance, under concurrent termination of the Agreement, with no obligation to pay any compensation arising for Supplier.
- 13.3 In the event of any suspension or termination of the Agreement, Supplier shall never be obligated to pay damages. The aforementioned is without prejudice to the other rights to which Supplier is entitled. Article 6.11 and 6.12 apply mutatis mutandis.

Article 14: Applicability

- 14.1 Dutch law exclusively governs all offers and agreements of Supplier.
- 14.2 Any dispute which might arise between the parties will in the first instance be submitted to the Court of Gelderland, location Arnhem, without prejudice to the right of Supplier to institute proceedings before the competent court.
- 14.3 Parties may also agree on another form of dispute resolution.

Article 15: Concluding Provisions

- 15.1 Should one of the provisions of these terms be void or voided, all remaining provisions will remain in full force. Instead of the voided and/or void paragraph, the parties will then be deemed to have agreed to that which comes closest, in a manner permitted by law, to the intention and spirit of the voided or void paragraph.
- 15.2 Supplier is entitled to unilaterally amend these terms at all times. Supplier shall inform Client of these amendments with immediate effect on submission of a copy of the amended general terms and conditions.
- 15.3 In the event of any differences between these General Terms and Conditions and any translations thereof, the Dutch text shall prevail.