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GENERAL BARE RENTAL TERMS & CONDITIONS

Definitions:
In these Aertssen Lifting nv General Bare Rental Terms & Conditions, hereinafter referred to as "General Bare Rental Terms", the terms and expressions used below have the following meaning:

- **Agreement:** the set of Contractual Documents between the Parties setting out the nature, duration, Price and details of the rental of the Equipment and any work by the Lessor's staff.
- **Auxiliary Persons:** Any natural or legal person entrusted by the Lessor with the performance, in whole or in part, of a contractual obligation entered into by the Lessor, throughout the contractual chain, such as subcontractors, employees, directors, etc.
- **Contractual Documents:** the documents as stipulated in article 1 of these General Bare Rental Terms, which govern the Agreement between the Parties.
- **Depot:** place or building where the Equipment is stored. Usually this is the registered office in Laageind, Stabroek, Belgium, unless stated otherwise.
- **Equipment:** the material, as defined in the Agreement and/or Order Confirmation and/or Quotation, rented to the Lessee by the Lessor, as well as the rented Equipment following an amendment to the Agreement. Are considered as Equipment, including, but not limited to rigs (cranes, trucks, etc.), hoisting accessories (man baskets, wooden plates, spreaders, etc.), SPMT. This list is not exhaustive.
- **Lessee:** the natural or legal person to whom the Lessor rents the Equipment.
- **Lessor:** Aertssen Lifting nv.
- **Load:** the goods and materials to hoist or move with the help of the Equipment.
- **Order Confirmation:** the document, issued by the Lessor, by which the Lessor confirms Lessee's order, and which may also include specific terms and conditions for renting the Equipment.
- **Parties:** the Lessor and the Lessee jointly.
- **Price:** the Price for the services or rental, as agreed in the Quotation/Order Confirmation and/or Agreement.
- **Quotation:** the document, issued by the Lessor, in which the Equipment to be rented is indicated, the rental period and any work to be performed by the Lessor's personnel.
- **Rental:** the use of Equipment belonging to the Lessor in exchange for a fee.
- **Services:** the work that the Lessor performs for the Lessee, as defined i.e., in the Order Confirmation and/or Quotation, e.g., the assembly and dismantling of the Equipment and the occasional transport of Equipment against payment of the Price of these services.
- **Site:** the location(s) where the Lessee carries out works for which it wishes to use the Equipment, specified by the Lessee when applying for a Quotation.
- **Work(s):** the works carried out by the Lessee by means of or using the Equipment, included herein any improper use of the Equipment, in breach of the Contractual Documents by the Lessee.

Article 1. Applicability General Bare Rental Terms

1.1 Applicability

These General Bare Rental Terms always apply when Equipment is rented out and/or Services are provided to the Lessee by the Personnel of Aertssen Lifting.

1.2 Contractual Documents

These General Bare Rental Terms constitute a Contractual Document and therefore apply to the conclusion, the content, the implementation, and the termination of the Agreement between the Parties, as well as to all other legal acts and legal relationships between the Parties relating to the subject matter of the Agreement.

1.3 Order of Contractual Documents

Except for deviating or additional Terms & Conditions accepted in writing by both Parties, the relationship between the Parties is governed by the following Contractual Documents:

- the Quotation(s) and its attachments, if any.
- the Order Confirmation and its attachments, if any.
- the General Bare Rental Terms.

In the above enumeration, the Contractual Documents are listed hierarchically in order of importance, whereby the first mentioned Contractual Document prevails over the Contractual Documents subsequently mentioned. The Contractual Documents are interpreted in relation to each other.

If a Contractual Document is not used in the contractual relationship between the Parties, the next named Contractual Document is deemed to take precedence over this Contractual Document. In the event of conflict with the Contractual Documents, the Contractual Documents take precedence over the General Bare Rental Terms.

The Order Confirmation (and attachments if any), or in the absence thereof, the Quotation (and attachments if any) together with these General Bare Rental Terms form the whole of the Agreement between Lessor and the Lessee.

1.4 Additional Contractual Documents

Depending on the nature of the Services, other Contractual Documents may form part of the Agreement. If applicable, these Contractual Documents will be referred to in the separate applicable special terms & conditions.

1.5 Rights or defense

The non-exercise by the Lessor of any right or defense granted to it in the General Bare Rental Terms can never be interpreted as a waiver of Lessor' s right or defense**.**

1.6 Alternative arrangements

It is only possible to derogate from these General Bare Rental Terms if and inasmuch as this is agreed explicitly and in writing between the Parties. The Agreement between the Parties laid down in the Contractual Documents supersedes any written or oral contract or agreement between the Parties relating to the Rental and any Services.

1.7 Arrangement General Bare Rental Conditions and other terms & conditions

By accepting the Quotation, the Lessee also agrees to the application of these General Bare Rental Terms.

Any comments on the above-mentioned General Bare Rental Terms or the transfer by the Lessee of other general terms and conditions will be regulated as follows:

- If this takes place at the time of the acceptance of the Quotation or just before the start of the Services/Rental, these comments or other conditions will not be taken into account. In such a case, there can be no question of effective knowledge and acceptance of the comments or the other general terms and conditions. The Agreement is therefore concluded on the basis of the current General Bare Rental Terms, as attached to the Quotation.
- If the remarks or other conditions are submitted before the acceptance of the Quotation, a written response will be given to this as soon as possible. The Parties undertake to do what is necessary to reach an agreement in good faith on the elements that would be under discussion within a reasonable period of time that takes the commencement of the Services into account. In this case, the Agreement is concluded either in accordance with the negotiated terms and conditions, or without applying the formulated comments or the incompatible stipulations of the two general terms and conditions.

Article 2. Agreement

2.1 Quotation

Every Quotation is based on a Rental under normal circumstances and during normal working hours, unless explicitly stated otherwise. Each Quotation relates exclusively to the rental and any provision of services, and the scope thereof, as stated in the Quotation. The Quotation does not include compensation for additional work and/or additional costs, unless explicitly stated otherwise.
Quotations issued by the Lessor are subject only to the availability of the necessary Equipment and personnel.

2.2 Validity

Quotations issued by the Lessor are valid for one (1) month unless otherwise stated on the Quotation.

2.3 Conclusion of Agreement

The Agreement is concluded either:

- after the written acceptance of the Quotation by the Lessee or
- by Lessor's confirmation (Order Confirmation) of Lessee's purchase order/ order request or
- by the performance of the Services and/or Rental.

The information provided by the Lessee to the Lessor will be deemed to be useful, correct, and complete.
An amendment and/or addition to the Agreement shall only have effect in so far as the Lessor has confirmed this in writing.

All additional assignments shall automatically take place under the same terms & conditions unless explicitly confirmed otherwise in writing by the Lessor.

2.4 Guarantee/advance payment

The Lessor may at any time request payment guarantees and/or advance payments and suspend the execution of the Agreement until those guarantees and/or advance payments have been made, without this giving rise to any form of compensation for the Lessee.

2.5 Subcontracting

The Lessor reserves the right to have all, or part of the services carried out by subcontractors.

Article 3. Object of Rental

3.1 Equipment

The Lessor rents the Equipment to the Lessee as described in the Quotation and/or Order Confirmation. The Equipment is not supplied with or accompanied by special lifting equipment and accessories of whichever kind, unless explicitly stated otherwise in writing.

3.2 Supplementary Equipment

At any time during the performance of the Agreement, the Lessee is entitled to ask to hire additional Equipment or materials from the Lessor. The Lessee shall submit a request to the Lessor to that effect. All additional assignments shall automatically take place under the same conditions unless otherwise expressly confirmed in writing by the Lessor.

3.3 Advice

The Lessee acknowledges and accepts that possible advice on this point or any other contribution of whatever nature from the Lessor is provided without recognition of liability. Such advice in no way detracts from the Lessee's exclusive liability.

Article 4. Equipment

4.1 Choice of Equipment

The Lessee is solely responsible for the choice of Equipment and Services and for the suitability of the Equipment and Services to its objectives, and particularly for the handling of Load.

4.2 Necessary preparations

The Lessee itself must prepare beforehand the procedures, the material and all the Work necessary for the installation and use of the Equipment and the implementation of its Work. This falls under the Lessee's exclusive responsibility and liability.

If the Equipment is supplied to the Lessee by making it available at the Lessor's premises or Depots, the Lessee itself must also prepare beforehand the procedures, the material and perform all the work necessary for the transport of the Equipment.

Article 5. Permits

The Lessee must guarantee to obtain all permits. However, if the Lessee requests the Lessor to apply for permits in its name and at its expense for works that take place on public property (roadway, parking, etc.), this service is a best-efforts commitment. If the permit is not granted or if the issuance of the permit is delayed, the Lessor will not be liable for any damage to the Lessee.

Where appropriate, this delay in delivery of the permits shall not result in a suspension and/or modification of the agreed rental period, nor shall the Lessor waive the Rental Fee and/or stand-by charges for the rented Equipment during this period of delay.

Article 6. Supply of Equipment by the Lessor

6.1 Time and location of the supply of the Equipment

The Equipment shall be supplied to the Site, unless otherwise agreed in the Contractual Documents. The Equipment shall be supplied at the time stipulated in the Quotation and/or Order Confirmation.
The Lessee is responsible for its representative to be present to receive the Equipment at the location and time agreed for the delivery.

6.2 Receipt of the Equipment

If no representative of the Lessee is present to receive the Equipment and the Lessee has indicated that the Lessor is already required or permitted to set up the Equipment or should

or may start up the Work, the responsibility thereof shall be borne exclusively by the Lessee.
If there is no representative present and the Lessee has not informed the Lessor, the Lessor has the choice either to refuse to deliver the Equipment and to charge the Lessee for any additional costs arising therefrom or to leave the Equipment at the Lessee's risk and expense, assuming that the Equipment has been left in perfect condition.

6.3 Transfer of risk
The risk in respect of the Equipment is deemed to have passed to the Lessee at the time when it was made available or at the time when it was unloaded at the agreed location.

6.4 Delay in delivery
In the event of a delay on the part of the Lessee, the Lessor is entitled to recover in full from the Lessee such as, but not limited to, all ancillary costs, such as the costs of additional preparatory acts, which will then be carried out at the Lessee's risk, as well as compensation for immobilization of the Equipment and personnel and for the disruption of the planning. This list is not exhaustive. The Lessee who fails to take delivery of the Equipment shall nevertheless remain bound by the Agreement.

Delivery periods are not guaranteed by the Lessor, unless agreed otherwise in advance and in writing. The mere statement by the Lessee of a delivery period does not bind the Lessor.

6.5 Access Site
The Lessee is solely responsible for the unimpeded access of the Equipment to the Site. It is the exclusive responsibility of the Lessee to ensure that the Site is safe and easily accessible and passable with vehicles for the Equipment and the complementary (transport) equipment. The subsoil should be sufficiently firm and stable to enable the transport, the safe installation, and the use of the Equipment. As long as the aforementioned requirements are not met, the Lessor is entitled to suspend the delivery and any assembly of the Equipment until these requirements are met.

6.6 Inaccessibility Site
The costs generated by the inaccessibility or impassability at the time of delivering the Equipment to the Site shall be recovered from the Lessee. This time is counted in the determination of the rental term and the Lessor will be entitled to claim in full of the Lessee any additional costs resulting from this delay, such as, but not exclusively the costs for additional preparatory works as well as the damages for immobilization of Equipment and staff, for loss of profit and for disturbing the planning.
Materials (wooden plates and steel plates, etc.) which may be supplied by the Lessor in this context in no way diminish the Lessee's obligations as defined in the Contractual Documents.

6.7 State of the Site
The Lessee expressly acknowledges that the Lessor is not bound to perform a prior examination of the state of the Site. The supply, installation and use of the Equipment or commencement of the Work by Operational Staff does not constitute acceptance of the condition of the Site.

Article 7. Good condition of Equipment
Upon its arrival at the Site, the Equipment is in good condition and is free of any defects in accordance with the Contractual Documents and applicable Belgian laws and regulations, is fully operational and is suitable for immediate use.

Article 8. Preservation and use of Equipment
8.1 Custodian
The Lessee is regarded as the custodian of the Equipment from the time that the Equipment is made available. This is either when the Lessee collects the Equipment from the Lessor's Depot or the place where the Equipment is made available or when the Equipment is delivered to the Site.
The Equipment may not be removed from the Site or from the place where the Lessor has brought it. The Lessee undertakes to (make) use the Equipment and to allow it to be used only for the purpose for which it is normally intended. The Lessee will at least (make) use the Equipment and allow it to be used with due diligence.

The rented Equipment will only be used by qualified persons who are familiar with the operation of the Equipment and hold the necessary training certificates.

The Lessee will store and guard the Equipment with due care. This means, among other things, that the Lessee will store the Equipment under lock and key in locked and adequately secured premises. The Lessee will closely monitor the condition and operational state of the Equipment and inform the Lessor immediately in the event of any problem.

8.2 Interruption of the use of Equipment
The Lessor always has the right to interrupt and prohibit the assembly or use of the Equipment due to a situation of Force Majeure and/or unforeseen circumstances which impede its safe and proper use.

8.3 Instructions and regulations
The Lessee acknowledges to have received, upon delivery of the Equipment, all necessary instructions and regulations for the commissioning, maintenance, safe service, and operation of the Equipment. If this is not the case upon delivery of the Equipment, the Lessee must expressly request these instructions and regulations from the Lessor in writing.
The Lessee can never invoke the fact of not having been informed of the above instructions and regulations. The Lessee will keep and use the Equipment in accordance with the instructions and regulations, in accordance with the specific requirements inherent to the Equipment which the Lessee has or should have knowledge of.

8.4 Changes to Equipment
Under no circumstances will the Lessee make any changes or adjustments to the Equipment that are not in accordance with the normal instructions for use, not even to make it or more suitable for the purposes for which the Lessee wishes to use the Equipment.

8.5 Maintenance Equipment
Unless otherwise agreed, the Lessee is responsible for the daily inspection and maintenance of the Equipment. All this must be done in accordance with the technical specifications for the maintenance of the Equipment. If the Lessee is not aware of the maintenance instructions or in case of doubt, the Lessee must inquire about this with the Lessor. This maintenance includes administering lubricating oil, antifreeze or other consumables and checking the water level, brakes, oil, battery, etc., in the manner set out by the Lessor or in accordance with the instructions for use. This list is not exhaustive.

8.6 Equipment Inspection
The Lessee will be responsible for the required statutory inspections of the rented Equipment by a recognized inspection body. A copy of the report will be immediately forwarded to

Lessor. The Lessee must give the inspection body sufficient time to carry out the inspection during normal working hours. If the statutory inspection cannot take place within the statutory period due to Lessee's actions or a circumstance for which the Lessee should be responsible, the Lessee is obliged to compensate the Lessor for all damage suffered by the Lessor as a result.
The costs of the inspection are for the Lessor.

8.7 Immobilization Equipment
The Lessee undertakes to immobilize and decommission the Equipment and to inform the Lessor in the event of a breakdown, a deviation in the functioning of the Equipment or after a comment by the inspection body.

8.8 Conditions of use of Equipment
The Equipment may not be used in aggressive or corrosive conditions such as salt or acid, etc. without prior permission from the Lessor. The Lessee is obliged to protect the Equipment against overload and damage. The Lessee may only use suitable fuel and good quality additives.
If the Lessee uses the Equipment in asbestos, he must inform the Lessor of this in writing and this before the start of the Rental. The Lessor must expressly agree to this in writing.
Conditions can be attached to this permission, such as the presentation of the necessary certificates and the provision of proof of sufficient training and competences to handle the Equipment as well as with regard to the cleaning of the Equipment. However, the Lessor is at all times free to refuse permission without giving any reason. In the absence of permission from the Lessor or in the event of non-compliance with the imposed conditions and/or applicable legal provisions, the Lessee is liable for all damage as a result of this.

8.9 Subrental
The Lessee may not sublet all or part of the Equipment itself, except authorized in writing beforehand by the Lessor. This consent does not imply any waiver or limitation of the Lessor's rights arising from the Contractual Documents and applicable laws and regulations.

The Lessee who sublets the Equipment with the prior written consent of the Lessor, in turn, prohibits the sublet of the Equipment by the sublessee without the prior written consent of both the Lessee and the Lessor. The sublessee to whom the Lessee sublets the Equipment must meet the same conditions as the Lessee under the Contractual Documents. The Lessee shall impose the same obligations on the sublessee as the ones it itself has under the Contractual Documents.

The Lessee remains wholly liable for the execution of the Agreement in accordance with the Contractual Documents whenever it sublets all or part of the Equipment to third parties.

8.10 Marks
The Lessee expressly refrains from any action because of which the (advertising) texts, images and marks affixed by the Lessor to the Equipment are removed, not made visible or concealed. The Lessee is not permitted to affix (advertising) texts, images, names, or marks to the Equipment without the prior written consent of the Lessor.

Article 9. Ownership Equipment
9.1 Reservation of ownership
The Equipment remains the property of the Lessor at all times.

The Lessee is prohibited from lending, pledging, embezzling, manipulating, or handing over the Equipment to third parties under whatever conditions. It is also forbidden to move the Equipment to a location other than that stipulated in the Agreement.

9.2 Warranty precautionary claims
The Lessee shall warrant the Lessor against all proprietary claims on the Equipment by third parties, more specifically, but not exclusively, its creditors, as well as against all precautionary and executive measures by third parties on the Equipment.

The Lessee shall notify the Lessor immediately in writing of any precautionary claim and conservatory or executive measures by third parties on the Equipment. The Lessee shall in such cases also inform the third-party making the substantive claims or proceeding to seize the Equipment of the fact that the Equipment is owned by the Lessor.

Article 10. Return and check of the Equipment
10.1 Return
The Lessee is obliged to compensate the Lessor for any damage to the Equipment that is not caused by normal use or normal wear and tear, and for all damages not attributable to the Lessor. The return of the Equipment shall in principle take place at the same location as the delivery at the start of the rental. If the Equipment was delivered to the Site or another location outside the Lessor's premises or Depots, the Lessor shall collect the Equipment from there. If the Equipment was delivered to the Lessee at the Lessor's premises or Depots, the Lessee shall return the Equipment to the relevant premises or Depot.

10.2 Check of Equipment
Rented Equipment will be checked on the Lessor’s premises after return. The mere taking of the rented Equipment by (the carrier of) the Lessor or (the carrier of) the third-party Lessor cannot be regarded as such an inspection.

10.3 Condition of Equipment
The Lessee is required to return the Equipment in the same condition as when it was delivered. If the Equipment has not been adequately cleaned by the Lessee, the Lessor will have the Equipment cleaned and invoice the Lessee for the cost thereof.

10.4 Determination of damage
In the event of damage being determined, the Lessee will be informed of this and will be offered the opportunity to attend a contradictory expertise. If the Lessee wishes to be present at the inspection, he must indicate this when entering into the Agreement, so that an appointment can be made for the time of the inspection (within 24 hours after return).

Article 11. Damage, breakdown, and repairs
11.1 Obligation to report damage
The Lessee shall carefully monitor the state and the operational condition of the Equipment and immediately notify the Lessor in this respect by telephone in case of a problem, defect, malfunction, breakdown or accident, or when the operation of any part of the Equipment does not meet the reasonable requirements which may be placed on the Equipment. This notification must be followed within forty-eight (48) hours by a written confirmation by fax or e-mail, accompanied by a detailed description of the problem, defect, malfunction, damage, or abnormality.
The Lessee is strictly prohibited from further use of the Equipment after a determination of a defect and/or damage.

11.2 Repairs and regular maintenance
The Lessee is expressly forbidden to perform or have performed any repairs on the Equipment, unless approved beforehand in

writing by the Lessor. Should the Lessee, in violation of this provision, nonetheless perform or have performed repairs, it shall be solely responsible for the additional costs and damages caused in respect of the Lessor. If the repair has been carried out properly and correctly, yet without the Lessor's prior written authorization, the costs of this repair shall be borne entirely by the Lessee.

11.3 Repairs at the expense of the Lessor
All repairs on the Equipment due to failure, non-operation or damage resulting from a latent defect, normal use or normal wear and tear of the Equipment, shall be performed by the Lessor. Where appropriate the costs of the spare parts and repair shall be borne by the Lessor. The Lessor is entitled to carry out these repairs and routine maintenance during the rental period and even on the Site.

11.4 Repairs at the expense of the Lessee
All repairs due to failure, non-operation or damage resulting from a cause other than those described in the preceding paragraph, shall be the Lessee's responsibility. These repairs, included therein relocation costs of its staff and the cost of spare parts, shall be executed by the Lessor during the rental period and even on the Site, and invoiced at the usual rate, as communicated to the Lessee prior to the repair.

11.5 Providing access
The Lessee grants the Lessor and/or its Auxiliary Persons access at all times to the places where the Equipment is located for the purposes of repairs, inspection of the Equipment and/or statutory inspection. Costs incurred as a result of waiting times due to the Equipment not being accessible for any reason are payable by the Lessee.

11.6 Impact on the rental term and price
The rental term shall be suspended for the time required to perform the repair due to failure, non-operation or damage resulting from a latent defect, the normal use or normal wear and tear of the Equipment, provided that the repair can in no way be attributed, in whole or in part, to a fault or shortcoming on the Lessee's part.

11.7 No suspension of rental period
Repairs due to failure, non-operation or damage resulting from a cause other than a hidden defect, the normal use or normal wear and tear of this Equipment shall not give rise to the suspension of the rental period during the time required for these repairs.
The Lessee is not entitled to compensation due to downtime or for alteration or disruption of the planning of the Work at the Site because of repairs, maintenance or any kind of testing and/or arising from any cause whatsoever. Similarly, the Lessee may not claim compensation for any consequential damage.

Only if the Equipment does not meet the agreed quality requirements, the rental will be extended by the period during which the Lessee has been unable to use the Equipment.

11.8 Separate Rental
All the Equipment is deemed to be rented separately. Failure or stoppage of or damage to a specific Equipment that leads to any loss in productivity of any other Equipment that is fully operational, cannot lead to any reduction in the Fee for the latter Equipment or in the Service Fee for the Services which should be performed with the help of this Equipment.

Article 12. Requirements Site
12.1 Access
The Lessee is responsible for the timely request, provision, and maintenance of all access requirements to the Site for this staff, such as an access badge, safety instructions and notification procedures. This list is not exhaustive.

12.2 Safety
The Lessee will ensure that working conditions at the Site, in particular with regard to health and safety, are fully in compliance with the applicable laws and regulations in this respect.

12.3 Registration
If the Services referred to in this Agreement are subject to the attendance registration by application of Section 4, Chapter V of the Act of 4 August 1996 on the well-being of employees during the performance of their work, the Lessee shall ensure that the Lessor is informed in time of this obligation and of the NSSO (National Social Security Office) workplace number and the Lessee shall make the registration system available to the Lessor. The Lessee shall also ensure that the Lessor is already registered in the NSSO database at the correct workplace.

12.4 Sanctions
In case the Lessee fails to comply with the provisions of this article 12, and without prejudice to the other provisions of these General Bare Rental Terms, the Lessor shall be entitled to charge all damage, including but not limited to all damage, fines, costs, disadvantages of whatever nature as a consequence of such non-compliance that is incurred due to the Lessee, who shall compensate such damage in full, without prejudice to the other rights and remedies made available to the Lessor enjoys in accordance with these General Bare Rental Terms and/or the law.

Article 13. Rental term
13.1 Rental term
The Parties determine a term of the rental in the Order Confirmation and/or the Quotation. This period is only indicative. The Price remains due for the entire rental term.

13.2 Beginning of rental term
The rental term starts at the moment the Equipment is made available to the Lessee, starting at the moment when the Equipment leaves the premises or Depot of the Lessor or the place where they were last located and is on its way to the Lessee's Site. The Lessor's recording of the time is considered as proof.
It is the independent decision of the Lessor to determine the most suitable itinerary for the Equipment, considering the permits, block times and other (legal) provisions.

13.3 End of the rental term
The rental term ends when the Equipment is returned to the Depot or to any other location to be determined unilaterally by the Lessor, regardless of whether the Equipment is not, not yet or no longer operational or used by the Lessee. The time registration recorded by the Lessor serves as proof.
However, the rental term cannot be shorter than the minimum rental period specified in the Quotation or Order Confirmation.
The rental term may be longer than that included in the Quotation and/or Confirmation of Order. In any case, the Lessor can never be held liable for an incorrect estimate of the required rental term stated in the Quotation and/or Order Confirmation.

13.4 Cancellation by the Lessee

Except for deviating stipulations in the Quotation and/or Order Confirmation, the Lessee can only cancel part or all of the order without costs if the following conditions are met:

If it concerns the rental of a crane equal up to or less than 200 tons:
cancellation must take place no later than noon on the last working day before the day on which the Lessor was to deliver the Equipment or the Lessee would collect the Equipment.

If it concerns the rental of a crane of more than 200 tons:
cancellation must take place no later than noon three (3) working days before the day on which the Lessor was required to deliver the Equipment, or the Lessee would collect the Equipment.
For example: a crane of more than 200 tons is initially rented starting from a Monday, then it must be cancelled no later than the Wednesday preceding that Monday before 12:00, failing which costs as described above will be due.

If it concerns the rental of a crawler crane:
cancellation must be made no later than noon six (6) weeks before the day on which the Lessor was required to deliver the Equipment, or the Lessee would collect the Equipment.

In the event of non-compliance with these conditions, the Lessee will owe the entire rental price as determined on the basis of the indicative rental term stated in the Quotation, including the costs arising from the cancellation, unless the Quotation and/or the Order Confirmation stipulate otherwise.

The cancellation must be made in writing. The date of receipt of this letter by the Lessor shall be deemed to be the date of cancellation.

13.5 Cancellation by the Lessor

The Lessor reserves the right to cancel the Order at any reasonable time before the agreed starting time/date for any valid reason. In such event the cancellation shall be notified in writing before the agreed starting time/date.

13.6 Extension/modification rental term

Extension or modification of the rental period mentioned in the Order Confirmation or Quotation is only possible with the explicit consent of the Lessor. In the absence of agreement, the Lessee is obliged to return or bring back the Equipment at the end of the rental term provided for in the Quotation or Confirmation of Order.

13.7 Suspension of rental

The rental term can never be suspended due to standstill, force majeure, or unforeseen circumstances.

Article 14. Price

14.1 Price

The Price is the compensation for the Rental of the Equipment and/or for the Services and is stated in the Agreement/Order Confirmation or Quotation.

Unless expressly agreed otherwise, the Price excludes:

- VAT.
- taxes and charges (including tax on motive power).
- surcharges, extra services and permits as provided for in the attachments to the Quotation.
- overtime and weekend work, unless otherwise agreed.
- immobilization and cancellation costs.
- possible import and export costs as well as other costs, charges, taxes or duties related to the transfer/delivery of the Equipment to the Site concerned.
- the insurance of the Equipment during transport for non-automobile transport.
- transport costs in the case of non-automobile Equipment.
- any other costs, charges, taxes, or duties, which are claimed by any government or other authorities as a result of the execution of the Agreement, even if these were not yet known or applicable at the time of the Quotation / Order confirmation.

Unless expressly agreed otherwise, the Price includes:

- fuel.
- oil, greases, and lubricants.

The Price is calculated on the Equipment, either per hour or per day, multiplied by the rental term.

14.2 Supplementary costs

The Price is calculated on the basis of performance during normal working hours per day and/or week and under normal (working) conditions. This means it must be possible to carry out the Services continuously and sequentially. The Lessor will be entitled to charge additional costs for additional performance due to abnormal circumstances, working hours and difficulties, foreseeable or unforeseeable and/or due to incorrect/incomplete details to be provided by the Lessee.

14.3 Price revision

Aertssen Lifting reserves the right to revise the offered Prices, which are independent of the Lessor, or its subcontractors will, and are related to imposed collective labor agreements, legislative changes, and changes in the costs of fuel, energy, wages, materials, transport, and transport-related costs. This revision shall be calculated based on the following formulas:

P = Po x ((a S/So) + (b B/Bo) + (c M/Mo))

Whereas:

P = revised price.
Po = basic price, as originally provided for in the Quotation.
So = Agoria's reference wage cost (= reference wage plus social charges) - national average (latest figure available at the time the agreement is concluded) as published on Agoria's website (www.agoria.be).
S = reference wage cost valid during the month preceding the month in which the price is revised.
Bo = fuel price on date of Quotation, taken from ITLB indices.
B = fuel price during the month preceding the month in which the price is revised.
Mo = price of manufacture of hoisting-, lifting- and handling equipment (code 2822 STATbel fgov), on the date of Quotation, taken from industrial output price Indices for Industry (excluding construction).
M = price of manufacture of hoisting-, lifting- and handling equipment (code 2822 STATbel fgov) during the month preceding the month in which the price is revised).

- For manned vehicles: P = Po x ((0,4x S/So) + (0,1x B/Bo) + (0,3x M/Mo) + 0,2)
- For unmanned vehicles and equipment: P = Po x ((0,2x B/Bo) + (0,6x M/Mo) + 0,2)
- For manpower (riggers, brigadiers, engineering etc): P = P0 x ((0.8 x S/S0) + 0.2)

This Price adjustment is automatically applied to pending Agreements or Quotations and is invoiced in addition to and on top of the initial Price.

Article 15. Payment conditions

15.1 Acceptance of invoice

If the Lessee has not filed any comments, complaints, or objection within eight (8) calendar days of receiving the invoice from the Lessor, the invoice shall be deemed to be irrevocably and without reservation accepted by the Lessee. Complaints made more than eight (8) calendar days after receipt of the invoice by the Lessee are no longer admissible. If a part of the invoice is challenged, the objection must clearly indicate which part of the invoice is challenged and to what amount this query relates. Since the invoice remains fully due and payable, regardless of the objection, the Lessee undertakes to pay at once, in the case of a partial objection, at least the uncontested amount or the amount corresponding to the uncontested part, in accordance with these General Bare Rental Terms, without this provision undermining in any way the chargeability and the collectability of the other parts and amounts and the applicability of these General Bare Rental Terms in this matter.

15.2 Payment Term

The Lessor's invoices are payable within thirty (30) days of the invoice date at the Lessor's registered office, unless explicitly agreed otherwise.

If the Lessee is a VAT-registered company, e-invoicing between two Belgian companies will be mandatory from January 1, 2026, in accordance with legal provisions. In this case, but also if other legislation imposes e-invoicing:

- Only an e-invoice is legally valid.
- All e-invoices will be sent and received exclusively via the Peppol network.
- The Lessee undertakes to have a connection to the Peppol network.
- The Lessee shall provide the Lessor with the legally required invoicing details, as well as any additional details that it wishes to see included on the invoice, no later than five (5) days after the Rental in order to draw up the electronic invoice.
- If the Lessor is unable to draw up the invoice due to the failure to provide the necessary legally required information, the Lessee shall be liable by operation of law and without notice of default for the interest and compensation referred to in Article 15.3 from the 16th calendar day after the Rental.

15.3 Late payment

In the absence of payment on the due date of the invoice:

- All amounts owed to the Lessor, including amounts not yet due, will become automatically due and payable without any notice of default;
- Any delay in payment shall automatically give rise to the application of a late payment interest of 1% or at the legal interest rate in commercial transactions (art. 5 Belgian Law August 2, 2002) per month from the due date and without any notice of default, to be automatically and immediately capitalised yearly without any notice;
- Any delay in payment shall also automatically give rise to a fixed compensation of 10% on the balance still to be paid, without any notice of default, with a minimum amount of € 125. The award of this reasonable compensation of 10% does not exclude the award of any legal compensation or any other proven collection costs;
- All permitted payment terms shall expire, and the Lessor can decide to only continue to perform the Agreement under the strict condition that the price due is fully settled before continuing the Agreement, without prior notice and without any right to compensation for the Lessee.

15.4 Lien

The Lessee expressly waives any lien that it could exert, irrespective of the motives and out of which legal relationship between the Parties this lien should have arisen.

15.5 Set-off

The Lessee expressly waives its right to set-off in respect of the Lessor, whereby the Parties expressly derogate from article 5.255 Civil Code. The Lessee is therefore never permitted to set off the Lessor's invoices with claims that he may have against the Lessor, even if these are related to the services and even if these are certain, definite, and due.

16.6 Cash discount

With the exception of express prior written confirmation by the Lessor, no discount can ever be charged in cash by the Lessee.

Article 16. Contractual shortcoming Lessee

16.1 Contractual shortcoming

The Lessee is among others deemed to have come short of its contractual obligations in the following circumstances:

- If the Lessee fails to keep, maintain, or use the Equipment or part thereof, including any installation or assembly thereof, in accordance with the provisions of the Agreement as set forth in the Contractual Documents or fails to meet any other requirements imposed expressly or according to commercial usage, whereby even the slightest contractual fault is considered.
- If the Lessee fails to comply with the payment terms as stipulated in article 15 of these General Bare Rental Terms.
- If the Lessee fails to fulfil the insurance obligations as stipulated in article 24 of these General Bare Rental Terms.
- if the Lessee fails to fulfil one or more obligations contained in the Agreement.

16.2 Notice of default - motivated defence

As soon as the Lessee receives a written notification of a contractual default, the Lessee must, within five (5) calendar days of such notification, communicate its complete and adequately reasoned defense in writing to the Lessor, making all appropriate observations. The Lessee shall also make proposals to correct the defaults.

16.3 Taking back Equipment

If the Lessee fails to fulfil one of its contractual obligations or to comply with all other requirements imposed on it, expressly or in accordance with commercial practice, including the slightest contractual default, with regard to the maintenance, use and custody of the Equipment, the Lessor is entitled to proceed immediately and without prior notice to, inter alia, take back all the Equipment, even the Equipment which the Lessee does keep, maintain and use correctly, or to remove it from the Site. To this end, the Lessee grants free access and full cooperation to the Lessor. The Lessee is obliged to compensate the Lessor for all direct or indirect costs and damages resulting from these measures.

16.4 Liquidated damages

If the Lessor terminates the Agreement due to a contractual breach by the Lessor as set out in this article, the Lessor will by right and without formal notice be entitled to liquidated damages consisting of the costs of the measures taken and the amount of the full Price for the foreseen rental term, subject to the right to higher damages if the Lessor can prove this, since the

Parties acknowledge and record that the Lessor is definitively and irrevocably in breach of its obligations due to the circumstances justifying the unilateral termination.

16.5 Damage to Equipment

The Lessee is solely responsible for the proper, timely and full implementation of the Agreement in accordance with the Contractual Documents and the applicable laws and regulations, both in respect of the Lessor and of third parties, with the inclusion of the preservation, maintenance and use of the Equipment, including any installation and assembly thereof.

It shall reimburse any damage to the Equipment arising directly or indirectly from, among others, its contractual shortcoming.

The Lessee undertakes to compensate all damage arising as a result of careless or incorrect use, loss, damage, lack of maintenance, or rendering the Equipment and/or accessories unusable or worthless. The damage includes the replacement value of the Equipment, including all related costs, as well as lost profits as a result of the material damage.

The Lessee shall warrant the Lessor against any direct and indirect consequences if the Equipment, including its possible transportation, installation, and assembly, causes injuries to third parties, to the Lessor or its Auxiliary Persons.

Article 17. Termination of the Agreement

17.1 Notification

The affected Party shall immediately notify the other Party in writing of any fact or circumstance as described below which could entitle the other Party to terminate the Agreement.

17.2 Concursus creditorum and insolvency

In the event of death, application or claim for or determination of bankruptcy, declaration of incapacity, liquidation, protective or executive attachment amongst third parties, or the transfer of a (relevant) part of the business to third parties, the Parties shall have the right to terminate the Agreement.

Such termination does not give any right to compensation to the Lessee.

17.3 Netting

In accordance with the provisions of articles 14 and 15 of the Financial Security Act of 15 December 2004 (Wet Financiële Zekerheid "WFZ"), the Parties declare that they agree with the principle of "netting" in the event of insolvency proceedings, seizure, or any other form of concourse. Where appropriate, the Parties will automatically compensate and settle all current and future debts in relation to each other.
This debt comparison /compensation will in any case be opposable to the liquidator and the other concurrent creditors, who will therefore not be able to object to the debt comparison carried out by the Parties.

Article 18. Extra-contractual liability

The Parties waive any non-contractual liability claims by one party against the other as well as in regard to the Auxiliary Persons for damages caused by the non-performance of any contractual obligation. The Auxiliary Persons, as third party beneficiaries, may invoke the clauses of this article.
The Lessee also commits to include a clause in its contracts with its clients excluding the extra-contractual liability of the Lessor as well as its Auxiliary Persons for the damage caused by the non-performance of this contractual obligation.
If the Lessor or its Auxiliary Persons are claimed on an extra-contractual basis for the compensation of damage caused by the non-performance of this contractual obligation, the Lesse will, as soon as it has been informed of this in writing:
- transfer the defences from the contract with its client upon first request;
-voluntarily intervene in judicial or extrajudicial proceedings.
The present article is without prejudice to legal provisions of public policy or mandatory statute law.

Article 19. Liability Lessee

19.1 Indemnification

The Lessee is liable for any errors, defects, flaws, miscalculations, omissions, negligence, delays, and other contractual faults attributable to it. The Lessee shall reimburse fully the entire loss and any other adverse effects, whether foreseeable, which the Lessor or third parties have undergone or suffered, and which are directly or indirectly based upon such errors, defects, flaws, miscalculations, omissions, negligence, delays, and other contractual faults. In particular, the Lessor shall not be liable for any damage not attributable to it.

19.2 Load

The Lessee is fully liable for all damages directly or indirectly caused by an erroneous statement in relation to the weight of the Load, or by the fact that the Load was not properly picked up or unloaded.

19.3 Transport Equipment

If the Lessor is not required to provide Services at the Site and if the Equipment is supplied by placing it at the Lessee's disposal in the Lessor's premises or Depots, the Lessee, if he carries out the transport of the Equipment, shall also be fully responsible for the transport of the Equipment and its return to this place of delivery, in addition to its usual responsibility regarding the further transportation of the Equipment after delivery.

19.4 Storage of Equipment

Throughout the whole rental term, the risk attached to the Equipment lies with the Lessee and the Lessee, as custodian of the Equipment, is liable for any damage to the Equipment. The Lessee shall reimburse the Lessor for any damage to or loss of the Equipment, regardless of the cause.

19.5 Damage, theft, and loss

The Lessee is responsible for all damage, theft, loss, or destruction of the Equipment and must report any loss in accordance with the provisions of article 11 of these General Bare Rental Terms.

In the event of theft/disappearance of the rented Equipment, the Lessee is also obliged to report the theft to the Police no later than twenty-four (24) hours after the discovery of the theft. The Lessee is also obliged to submit a police report (or a copy of the police report) to the Lessor**.**

If the Lessee does not comply with the provisions of this article, any right to bring action or recourse against the Lessor will lapse definitively and irrevocably regarding this claim.

19.6 Indemnity

The Lessee expressly states that the Lessor can never be held liable towards it and will never have to indemnify the Lessee should third parties lodge a claim against the latter in connection with the Work and the goods which are lifted using the Equipment, or for damages that the Lessee should suffer were it the object of such a third-party claim.

The Lessee shall hold the Lessor and Auxiliary Persons harmless against any third-party claims for damages that may be caused

to third parties by the Equipment or the use thereof during the rental term including any transport, installation, and assembly thereof.

Should the Lessor be held liable by a third party for issues that may be related to the Equipment, its Personnel, the Services, the Work, or the completed works, buildings and structures which were erected with the help of or using the Equipment, the Lessee shall, upon the Lessor's first request, voluntarily intervene as a party in this dispute, whether the dispute is pending before a court or an arbitration, and even if there already is an ongoing dispute between the Lessor and the Lessee.

The Lessee shall also hold the Lessor, the companies affiliated with the Lessor as defined in article 1:20 of the Belgian Companies and Associations Code, and their Auxiliary Persons harmless against all third-party claims arising from damage caused by contractual breach on the Lessee's part, its employees or the Equipment used on the Site.

19.7 Waiver

The Lessee shall also waive all claims against the Lessor because of downtime or reduced productivity of the Equipment, including due to Force Majeure or unforeseeable circumstances as defined in these General Bare Rental Terms.

Article 20. Liability Lessor

20.1 Liability

The Lessor shall only be liable for damage resulting from its proven fault or that of its Auxiliary Persons.
The Lessor shall stipulate all statutory and contractual rights that it may invoke to defend its own liability, also for the benefit of all those - including both subordinates and non-subordinates - who are involved in the performance of the Agreement and for whom it is liable by law.

20.2 Exclusion of liability

The Lessor and/or its Auxiliary Persons can never be held liable for any indirect and/or immaterial damage suffered by the Lessee, the Lessee's personnel or third parties, such as: loss of profit, loss (of clients), loss of goodwill, business stagnation, etc...

20.3 Limited liability Equipment

Regarding the Equipment, the Lessor is liable in the following events to the following limitations:

- If the Equipment does not comply with the agreed quality requirements/specifications. The Lessor's liability will be limited to the replacement of the Equipment and an extension of the rental term, free of charge, with a period during which the Lessee was unable to use the Equipment.
- If the Equipment and /or crane operator is not available at the agreed time. The Lessor's liability will be limited to an extension of the rental term, free of charge, with the period during which the Lessee was unable to use the Equipment.

20.4 Limited Liability property damage and personal injury

Lessor's liability is expressly limited to direct property damage and personal injury to the personnel of the Lessee, caused by a demonstrable defect in the Equipment and/or by an attributable fault, intent and/or gross negligence on the part of the Lessor. However, if the damage could have occurred without the Lessor's fault, the Lessor's liability is excluded.

In the event that the Lessor's liability for damage has been established by all legal means, the Lessor's liability is limited to the amount that is paid out under the relevant civil liability insurance taken out by it, with an absolute maximum of €5,000,000, the lower of these limits being applicable. An insurance certificate will be provided to the Lessee on first request.

The Lessee agrees to respect the confidentiality of this document. The Lessor explicitly exonerates himself for any damage exceeding the amount paid out by the insurance.
The Lessor shall be entitled to have the damage assessed by an independent expert from the sector to be appointed by the Lessor.

The Lessee must immediately report any claim for damages pursuant to its obligation to report (cf. article 11 of General Bare Rental Terms) and confirm it in writing to the Lessor within forty-eight (48) hours of its determination.
In the event of failure to comply with the aforementioned terms, the right to compensation on the part of the Lessee will lapse automatically and by operation of law.

20.5 Prescription

Without prejudice to the applicable limitation periods, any claim against the Lessor shall lapse one (1) year after the discovery of damage, shortages and/or defects, or in the event of a dispute in this respect, one (1) year after the invoice date, unless the law provides for a shorter period.

20.6 Waiver of recourse

The Lessee, as well as its insurers, waive any recourse against the Lessor to obtain compensation for the financial consequences of any indirect and/or immaterial damage claim by the Lessee, the Lessee's personnel or third parties and indemnify the Lessor and its insurers against any claim made by third parties concerning the aforementioned damage.

20.7 Burden of proof

In any case, the burden of proof of (the extent of) the damage lies with the Lessee.

Article 21. Force majeure

21.1 The Parties may only release themselves from their contractual obligations by invoking "force majeure".
Force majeure means the occurrence of an event or circumstance that prevents a Party from fulfilling one or more of its contractual obligations under the Agreement, if and to the extent that the Party affected by the impediment proves:

a. that such impediment is beyond its reasonable control. and
b. that it could not reasonably have been foreseen at the time of the conclusion of the contract. and
c. that the consequences of the impediment could not reasonably have been overcome by the affected Party.

Are never considered force majeure:

- the bankruptcy or apparent insolvency of the Lessee or of its client.
- a strike or lock-out of the personnel of the Lessee or his client.

21.2 Where an affected Party fails to fulfil one or more of its contractual obligations because of default, in whole or in part, of a third party which it has engaged to perform the whole or part of the contract, the contracting Party may invoke force majeure only to the extent that all requirements of article 21.1 a-c are met for both the affected Party and the third party.

21.3 In the absence of proof to the contrary, the following events are deemed to satisfy all conditions of article 21.1 and the

affected Party only must demonstrate that all conditions of article 21.1 are satisfied to qualify force majeure:

- war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilization.
- civil war, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage, or piracy.
- currency and trade restriction, embargoes, sanctions.
- act of authority whether lawful or unlawful, compliance with any law or governmental order.
- expropriation, seizure of works, requisition, nationalisation.
- closures or delays at border posts, delays at ports or tolls, etc.
- epidemic, pandemic, natural disaster, or extreme natural event.
- explosion, fire, destruction of Equipment, prolonged break-down of transport, telecommunication, information system or energy.
- technical failures, malfunctioning of Equipment.
- computer hacking and cyber attack.
- calamities.

Where it has been demonstrated that the damage could have been caused by one or more of the events mentioned above, it shall be presumed that it was or is the cause thereof.
These circumstances and causes have only been cited as examples without any restrictive character.

21.4 The Affected Party shall give notice of the event without delay to the other Party.

21.5 A Party justifiably invoking force majeure is relieved from its obligation to fulfil its contractual obligations and from any liability in damages or from any other contractual compensation for breach of contract, from the moment the impediment causes impossibility to perform, provided that the notice thereof is given without delay. If notice thereof is not given without delay, the exemption to fulfil shall take effect from the moment the notification thereof reaches the other Party.
The other Party may suspend the performance of its obligations, if applicable, from the date of the notification.

21.6 if the consequences of the force majeure invoked are temporary, the consequences set out above shall apply only for the period during which the invoked impediment prevents the Affected Party from fulfilling its contractual obligations. The affected Party must inform the other Party as soon as the impediment no longer prevents the fulfilment of its contractual obligations. The temporary impediment shall not constitute a reason for non-performance of the Contract but shall merely suspend it.
The affected Party shall immediately inform the other Party as soon as the impediment no longer impedes the performance of its obligations.
The affected Party is obliged to take all reasonable measures to mitigate the effect of the event invoked in the performance of the contract.

21.7 If the duration of the impediment invoked has the effect of substantially depriving the contracting Parties of what they were reasonably entitled to expect under the Agreement, either Party has the right to terminate the contract by notification within a reasonable period to the other Party. Unless otherwise agreed, the Parties expressly agree that the contract may be terminated by either Party if the duration of the impediment exceeds sixty (60) days.

21.8 Any costs arising from such reported force majeure situation shall be borne solely by the Party affected.

Article 22. Unforeseeable circumstances
If the following requirements are met, a Party may, in accordance with article 5.74 Civil Code ask the other Party to renegotiate the Agreement with a view to adjusting the original contractual balance or terminating the Agreement:

- a change of circumstances that makes the performance of the Agreement unduly onerous, to such an extent that performance can no longer reasonably be demanded.
- which was unforeseeable at the conclusion of the Agreement.
- which is not attributable to the debtor. and
- the debtor has not assumed this risk.

In any case, the Parties will continue to honour their commitments in the course of the renegotiations.
Among other things, and depending on the concrete facts, may qualify as circumstances justifying renegotiations:

- changed socio-economic conditions such as persistent abnormal price increases or general supply problems of raw materials, materials and energy as a result of a war, embargo or other international economic sanctions.
- strike.
- epidemics, pandemics.
- a general structural market disturbance,
- major changes in exchange rates,…
- an amendment or novelty of legislation and/or regulations and/or binding opinions of official bodies published and entered into force after the date of signature of the contract.

As soon as a Party becomes aware or should become aware of unforeseeable circumstances that justify a renegotiation of the agreement, it must report these facts to the other Party in writing within five (5) working days.
The Parties undertake to start the negotiations within ten (10) working days after sending the written notification and to conduct them in good faith.

In any case, the Party requesting the negotiations must inform the other Party about the concrete impact as soon as possible.

In the event of rejection or failure of the renegotiations within a reasonable time, the Parties may, through alternative dispute resolution, or the court at the request of one of the Parties either:

- amend the Agreement to bring it into line with what the parties would reasonably have agreed upon at the time the contract was concluded had they taken account of the change of circumstances, or
- terminate the Agreement in whole or in part on a date that may not precede the change of circumstances and in accordance with the modalities established by the body in charge of alternative dispute resolution or by the court.

Article 23. Explicit dissolution clause
23.1 Termination by both Parties
Notification circumstances
The affected Party shall immediately communicate in writing to the other Party any fact or circumstance as described in article 17(2) these General Bare Rental Terms.
In the event of such termination, the Lessor is entitled to the fixed compensation as stipulated in article 16(4) of these General Bare Rental Terms.
Where appropriate, the Lessor is entitled to take back his Equipment immediately without prior notice.

23.2 Termination by Lessor

The Lessor reserves the right to declare the Agreement dissolved by operation of law, with immediate effect, without notice of default and without prior judicial intervention, in the event of:

a) Obligations stipulated in article 12

If the Lessee fails to fulfil one or more of the obligations contained in article 12 of these General Bare Rental Terms.

b) Dissolution for non-payment

The Lessor reserves the right to dissolve the Agreement with immediate effect if, despite a written notice of default observing a period of at least fourteen (14) calendar days, the Lessee fails to settle the outstanding invoices in whole or in part.

c) Repeated failure to comply with substantial obligations

If the Lessee repeatedly fails to fulfil its substantial obligations, the Lessor may, without prejudice to its right to compensation for damage as described in article 16(4) of General Bare Rental Terms, terminate the Agreement after it has given the Lessee a reasonable period in writing and the Lessee has not yet fulfilled its obligations at the end of that period.

d) Lack of timely, regular, and lawful defense

If the Lessee is in default in the performance of the Agreement, as set out in article 16 of these General Bare Rental Terms, and if the Lessee has not informed the Lessor in good time, regularly and lawfully or has not sufficiently remedied its breach within five (5) calendar days after the breach has been established. The Lessor will notify the Lessee by registered mail that it is making use of this option.

23.3 Dissolution by the Lessee

The Lessee has the right to terminate the Agreement with the Lessor in the event of attributable fault, gross negligence, willful misconduct, deception, or fraud on the part of the Lessor. If the Lessee wishes to exercise its right of dissolution, it must inform the Lessor thereof by registered Lessor within a reasonable period after it became aware of the circumstance that gave rise to the dissolution.

23.4 Compensation - Lessor

In the event of dissolution by the Lessor in the cases described above, the Lessor reserves the right to claim compensation by operation of law and without notice of default for all demonstrable costs, interest, and damage it has suffered, and all claims of the Lessor against the Lessee become immediately due and payable. The Lessee is not entitled to any compensation in such case.

23.5 Compensation - Lessee

In the event of dissolution by the Lessee, the Lessee is not entitled to any compensation in such case.

Article 24. Insurance

24.1 Minimal insurance cover

The Lessee shall contract the following insurance covers as a minimum

- A public liability insurance covering third-party claims.
  - The coverage of this policy is also extended to damage caused to third parties by any fixed or movable construction site and hoisting equipment and other materials, irrespective of their technical (lifting) capacity/limitations.
  - The 'driving risk' must be co-insured in this policy if it concerns rented Equipment that is not immatriculated.
- An all-risk insurance to cover the rented Equipment.

In the event the Lessee transports any Equipment rented from the Lessor, the Lessee is obliged to take out transport insurance.

If Equipment is stored/stocked (temporarily) at the Lessee, this will take place at the Lessee's own risk and responsibility and the Lessee will adequately insure this Equipment.

24.2 Waiver of recourse

The policies taken out by the Lessee contain a waiver of recourse clause with regard to the Lessor and the companies affiliated to the Lessor as stipulated in article 1:20 of the Companies and Associations Code, as well as their Auxiliary Persons.
The exemption and the non-covered risks are at the expense of the Lessee.

24.3 Submission insurance certificates

At the simple request of the Lessor, the Lessee must submit an insurance certificate of the legally required insurance, but also proof of the insurance (and cover), as well as the payment of the premiums. The Lessor shall be notified immediately, directly and in writing by the insurer and the Lessee whenever the insurance covers are modified, suspended, abolished, or terminated.

Article 25. Protection of personal data

25.1 GDPR

The Lessor undertakes to comply with the applicable legislation on data protection, the General Data Protection Regulation (GDPR) 2016/679 and ensures that its personnel and subcontractors also comply with this legislation.

25.2 Processing personal data

The Lessor collects and processes personal data, that the Lessor receives from the Lessee for the purpose of performance of the Agreement, the keeping of client records, the accountancy, to manage any disputes and direct marketing activities.

25.3 Lawful basis

The lawful basis for processing is the performance of the contract, the fulfilment of legal and regulatory obligations and / or the legitimate interest.

25.4 Appropriate measures

The Lessor adopted appropriate measures to guarantee the privacy and security of the personal data. The Lessor only transfers this personal data to processors, recipients and/or third parties insofar as this is necessary for the purposes for processing.

25.5 Liability Lessee

The Lessee is responsible for the accuracy of the personal data he provides to the Lessor, guarantees to have sufficient lawful basis to provide the personal data to the Lessor and undertakes to comply with the General Data Protection Regulation regarding the data subjects from whom the Lessee has provided the personal data, as well as with regard to all possible personal data that the Lessee would receive from the Lessor and its employees.

25.6 Data Protection Notice / Privacy Policy

The Lessee undertakes to provide this information regarding the processing including reference to the Data Protection Notice/Privacy Policy to the data subjects.

25.7 Data subjects' rights

The Lessee confirms that he has been adequately informed about the processing of his personal data and his rights to access, correction, deletion, and rejection. For more information: consult the Privacy Policy on the website: https://www.aertssen.be/en/privacy-policy.

Article 26. Translation General Bare Rental Terms

The present General Bare Rental Terms are originally drawn up in the Dutch language.

With regard to the translations of the present terms & conditions to any other language: in the event of misunderstandings concerning the wording and the substance, the tenor, the scope and the interpretation of these translations, the Dutch text shall serve as basis and the explanation and interpretation of this text shall prevail over any translation. These General Bare Rental Terms shall be transmitted to the Lessee in Dutch, French, English, or German, depending on the Lessee's choice.

Article 27. Disputes

27.1 Applicable law

All Agreements concluded by Aertssen Lifting, and all other obligations are subject exclusively to Belgian law, to the exclusion of provisions of private international laws or other rules that determine that laws of another jurisdiction outside Belgium are applicable.

27.2 Competent courts

All disputes relating to the conclusion, validity, interpretation and/or performance or termination of the Agreements shall be subject to the exclusive jurisdiction and venue of the Courts and Tribunals of Antwerp, Antwerp Division.

Article 28. Nullity

Should one or more provisions of the applicable clauses, be declared illegal, invalid, void, or unenforceable, in whole or in part, for whichever reason, this illegality, invalidity, nullity or unenforceability shall not affect the other clauses. Where appropriate, the Parties shall negotiate to the best of their ability and in good faith to replace this provision with a legal, valid, not null, void, and enforceable provision with a similar economic effect.

Article 29. Transfer of the Agreement

The Lessee is forbidden to transfer in whole or in part to third parties the rights and obligations which it holds because of the Agreement, without the Lessor's prior written consent.