

## GENERAL RENTAL CONDITIONS OF HANDELMAATSCHAPPIJ GOOIMEER B.V.

### Art. 1. Definitions

In these general rental conditions of Handelmaatschappij Gooimeer B.V., the words in bold below mean the following:

**General Conditions:** the general rental conditions of Handelmaatschappij Gooimeer B.V.;

**Article:** a provision of these General Conditions;

**Repair costs:** all refitting or repair costs deemed necessary and incurred by the Lessor in restoring the Goods returned to a condition similar to that of the Goods supplied.

**Weight loss:** the difference between the weight of the Goods at the time of supply and the weight of the Goods returned by the Renter after refitting or repair by the Lessor. The weight is determined by multiplying the total of the pile lengths supplied by the theoretical weight of the relevant sheet piling expressed in kilograms per linear metre of pile, as specified in the most recent sheet piling table published by the Dutch importer and/or manufacturer of the respective Goods.

**The Renter:** the other party of the Lessor;

**Location:** the agreed place or places where the Goods will be used as a temporary auxiliary structure by the Renter on a temporary basis.

**Price when new:** the purchase price from the relevant importer in the Netherlands per weight unit of new Goods of the same sheet piling section or the same sheet piling sections and from the same manufacturer and of the same steel grade and length specifications as the relevant Goods.

**Agreement:** the rental agreement pursuant to Article 3.3 pertaining to the Goods to be concluded or that has been concluded between the Parties;

**Party:** The Renter, or, as the case may be, the Lessor. The Parties is understood to mean: The Renter and Lessor jointly;

**The Lessor:** Handelmaatschappij Gooimeer B.V., with its registered office and its principal place of business at Damsluisweg 67, (1332 EB) Almere;

**Goods:** the movable property to be rented as a temporary auxiliary structure on a temporary basis by the Lessor pursuant to the Contract.

### Art. 2 Applicability

1. The applicability of any general conditions used by the Renter is

hereby expressly excluded and they are not applicable to the legal relationship with Lessor.

2. The General Conditions apply to all legal relationships where the Lessor acts as the renter of Goods.
3. Deviating from one or more provisions of the General Conditions is only possible by means of a written agreement between the Parties.
4. In the event of inconsistency, conflicts of interpretation or conflicts between the Dutch text of these General Conditions and its translation, the Dutch text always prevails.
5. In these General Conditions, the term written is also understood to mean by fax, e-mail or other electronic medium.

### Art. 3. Formation of the Agreement(s)

1. All offers and bids are without obligation and are made subject to the interim rental or sale of the Goods.
2. The Lessor is authorised at all times to cancel negotiations with the Renter without having to state reasons and without being held liable for payment of any compensation of loss and/or expenses.
3. A rental agreement between the Lessor and Renter is formed upon the assignment of Renter or starting the implementation thereof (the "Agreement"). If the Renter has not expressed any objections within 8 calendar days from the date of the Lessor's order confirmation, then the Renter is deemed to have accepted the order confirmation of the Lessor.
4. The Renter waives his right to termination or rejection or nullification by reason of Book 6 Section 227c paragraphs 2 and 5 of the Dutch Civil Code in so far as he is acting in the course of his profession or business.

### Art. 4. General obligations of the Parties

1. The Lessor undertakes to make the Goods agreed upon available in good condition and the Renter undertakes to (always) pay the (periodic) rent and any payments agreed upon punctually and to fulfil the other provisions of these General Conditions.
2. The Lessor is to make the Goods available to the Renter in accordance with the agreed specifications,

dimensions and weight shown in the corresponding delivery note. If no specific specifications or requirements which the Goods are to fulfil have been agreed upon, then the Lessor is only bound to make the Goods available in a condition considered normal and customary in the Goods rental sector.

3. The Lessor shall make the Goods available to Renter by delivering the Goods EX WORKS (industrial estate Almere, the Netherlands) (Incoterms 2010), unless expressly agreed otherwise in writing.
4. Loading, unloading and transport of the Goods always occurs at the risk and expense of the Renter, unless expressly agreed otherwise in writing.
5. The Lessor is under no obligation to inquire of the Renter as to the intended use of the Goods or the circumstances under which the Goods are to be used. The Lessor is not liable for the application and/or the use of the Goods by the Renter.
6. The Renter is obliged to be a good renter of the Goods and to use the Goods carefully and in a competent manner. The Renter is obliged to inform third parties, including but not limited to his clients and the parties who own or are responsible for the relevant project or the relevant (construction) activities for which the Goods are used, in writing, clearly and punctually, i.e. by the time that the Goods are to be used, that the Goods: (a) are the property of the Lessor, (b) have been provided to the Renter on a temporary basis and are to be used as a temporary auxiliary structure and (c) are to be extracted from the ground and returned to the Lessor after the end of the relevant (construction) activities.
7. The Renter is obliged to inform immediately the Lessor of damage to the Goods and to confirm this in writing to the Lessor within 24 hours.
8. The Renter is responsible for and is to ensure that all permits, licences, road barriers and other approvals required for the transport and use of the Goods and/or the performance of activities with the Goods by or on behalf of him are obtained.

### Art. 5. Rental period

1. The Agreement shall be entered into for a period of at least 8 calendar

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weeks.

- The Agreement commences on (a) the agreed upon date of delivery of the Goods or, if this date is earlier, (b) the date on which the Goods or a part of them are first delivered to the Renter. The Agreement ends on the date on which the Goods have been returned to the Lessor in their entirety, reasonably clean and without damage and/or Weight Loss. Should the returned Goods be impossible to repair, then the rental period ends on the date on which the compensation deemed suitable by the Lessor has been received from the Renter.

### **Art. 6 Rental price and other compensations**

- The rental price agreed upon is exclusive of VAT and excludes expenses incurred by the Lessor such as the costs of transport, loading and unloading, unless otherwise agreed in writing.
- If, after the Agreement has been concluded but before the Goods have been delivered, a change of more than 5% occurs in cost price factors such as the prices of raw materials, equipment, labour costs, insurances, freight rates, exchange rates, taxes, levies or other government measures, the Lessor may charge this percentage on to Renter. This price increase will be effective immediately after the Lessor has informed the Renter thereof. Should the Renter not accept the price change, then he is entitled to cancel the Agreement with immediate effect, without the Lessor being liable for any damage and/or expenses.
- If the Goods, for any reason whatsoever, are not collected by Renter or cannot be delivered to Renter on the delivery date agreed upon, the rental price is payable as of the commencement date of the Agreement, unless expressly agreed otherwise in writing. The rental price agreed upon is payable regardless of whether the Goods are returned within the minimum rental period and/or regardless of whether the Goods are put to use or used by the Renter or third parties.
- In addition to the rental price agreed upon, the Renter is also to pay an amount calculated according to the rate agreed upon in the Agreement per unit of weight concerning any loading expenses, unloading expenses when returning the Goods, return costs of

using a crane, cleaning, measuring and sorting and, in so far as is applicable, cleaning costs, Repair Costs and costs of Weight Loss incurred by Lessor.

### **Art. 7 Inspection and Complaints**

- The Renter is entitled to inspect or arrange for others to inspect the Goods at his expense before the commencement of the Contract and no later than during the delivery and at the disposal of the Goods to the Renter as specified in Article 4.3.
- If Renter does not avail himself of his right to inspect the Goods or has expressed no objections about the Goods to Lessor, then the Goods will be deemed to have been delivered and made available in good condition, reasonably clean and in conformity with the Agreement.
- Complaints concerning defects which are not visibly perceptible with regard to the Goods delivered are to be submitted by the Renter to the Lessor no later than within 8 calendar days of the delivery of the Goods. If the Renter has not submitted a complaint within the specified period, every right of complaint lapses and the Renter is deemed to have accepted the Goods. Every right of complaint lapses once the Goods are used by the Renter or third parties.
- Following the submission of a complaint as referred to in Article 7.2 or Article 7.3, the Renter and Lessor are to consult with each other and the Renter should always give the Lessor the opportunity to investigate the complaint and to provide him with all the necessary documents and/or samples to that end.
- If the Lessor finds that a complaint is justified, then the Lessor, at his discretion, is only liable to replace or repair at no charge the part or parts of the Goods or the Goods to which the complaint pertains. The Renter is obliged to comply with the instructions of Lessor concerning the return of the (parts of the) Goods to be replaced.
- Claims of the Renter based on the argument of the Goods supplied by the Lessor not complying with the Agreement lapse after 6 calendar months following the date of delivery of the Goods concerned to the Renter.
- The Lessor is at all times entitled to but is not obliged to inspect the Goods at the Location. Upon request,

the Renter shall immediately give the Lessor his full cooperation in this matter. The Renter is obliged to ensure that Lessor has access to the Location in order to inspect the Goods and if necessary, to remove them.

### **Art. 8 Insurance responsibility**

- From the date of delivery of the Goods and for the entire duration of the Agreement, all risks that may arise with respect to the Goods, including theft, loss, damage and destruction and all liability risks of the Lessor which can occur with respect to the Goods are payable by the Renter who is obliged to insure the Goods adequately and to keep them insured with a reputable insurer.
- The Renter shall include the Lessor as co-insured in the policy, without the Lessor becoming liable for premiums or having to pay a policy excess or other fees (to the insurer). The Renter shall ensure that payments from the insurer pertaining to the Goods are paid directly to the Lessor. The Renter shall always pay the corresponding premiums punctually and shall immediately upon request provide the Lessor with a copy of the policy and its accompanying policy conditions. If necessary, the Renter shall cede a claim against the insurer concerning a payment relating to the Goods to Lessor.

### **Art. 9 Location, (ground) pollution**

- The Goods may be used only at the Location. If after the date of delivery and if at any time during the Agreement the Goods are not at the Location or are being or have been moved to a different location, the Lessor is entitled to terminate the Agreement in writing with immediate effect, or to dissolve it fully or partially or to cancel it.
- Use of the Goods abroad is only permitted with the explicit prior written permission of the Lessor. All extra risks and costs associated with transporting the Goods abroad, their return from abroad and the use of the Goods abroad are payable by the Renter.
- Without the explicit, prior written permission from the Lessor, the Renter is not permitted to use the Goods at a location with ground and/or groundwater that has been polluted or contaminated chemically

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or otherwise.

4. If the Goods are used with the explicit prior written permission of the Lessor at or in ground and/or groundwater that has been polluted, contaminated or poisoned chemically or otherwise, the Renter is obliged to clean the Goods properly before the Goods are returned to the Lessor.
5. The Renter is liable for all damage to or by the Goods which is the result of or is connected to the use of the Goods in polluted, contaminated or poisoned ground and/or groundwater. In such a case, the Renter is to pay the following costs to Lessor anyway: extra cleaning costs, costs of cleaning, removal or destruction of the contamination dispersed in the ground and/or groundwater at the site where the Lessor stored the returned Goods, regardless of the cause. In such a case, the rental period, in addition to the provisions of Article 5.2, continues until the Goods have been returned to Lessor entirely free of contamination, pollution and/or poisoning.

### **Art. 10 Return of Goods provided**

1. The rental period ends when the Renter has returned the Goods in the same condition as on the agreed to date of delivery, or, if this date is convenient, the date on which the Goods or a part thereof were delivered for the first time to the Renter, at the agreed place, complete, reasonably clean and without damage. In addition, the Goods, after use on or in ground that is contaminated or polluted chemically or otherwise and/or in groundwater that is contaminated or polluted chemically or otherwise, is to be accompanied by a written declaration from the Renter that the Goods have been fully cleaned and no longer contain any contamination and/or pollution at the time of return to the Lessor. If, the Lessor deems that the Goods have not been returned in a reasonably clean state, the Renter is obliged to reimburse the cleaning costs to be incurred by the Lessor.
2. The Renter undertakes to inform the Lessor of the date on which the Goods are to be returned by him at least 2 working days before the date of return of the Goods. If the Renter neglects to inform the Lessor concerning this, the Renter is to reimburse the Lessor any extra costs to be incurred by the

Lessor.

3. When Goods are received, the Lessor is not obliged to inspect the Goods returned by the Renter. Receipt of the Goods returned does not imply acceptance of the Goods by the Lessor.
4. If, at the end or termination of the Contract, the Lessor requires that the Renter returns the Goods to the Lessor at a place different to the place agreed to, the Renter is obliged to fulfil this request. In such a case, the Lessor shall reimburse the Renter the extra costs of that transport.

### **Art. 11 Repair Costs and Weight Loss**

1. The Renter is obliged to reimburse the Lessor the Repair Costs on the basis of an itemised statement to be provided by the Lessor. The Renter is obliged to reimburse the Lessor the Weight Loss, including the weight loss which arises as a result of repair, on the basis of the agreed upon loss price, or, if no loss price was agreed upon, on the basis of the Price when New currently applicable to the Goods.
2. Reimbursements for Repair Costs and Weight Loss are payable by the Renter anyway if: (a) the tops of the sheet piles/beams have been damaged by driving or by any other cause or holes have been made in the sheet piles for whatever intention, (b) the sheet piles/beams, due to whatever cause, have warped, bent, shrunk (worn in), stretched or are otherwise twisted, (c) the interlocks of the sheet piles, due to whatever cause, have been burned or otherwise damaged, (d) one or more sheet piles/beams upon return of the Goods and/or after repair, due to whatever cause, no longer have the minimum length agreed to between the Parties and/or (f) the sheet piles/beams upon return are seriously contaminated or polluted.
3. If a situation as referred to in Article 11.2 occurs, the Lessor is entitled to: (a) instead of charging reimbursements, reject such a sheet pile/beam and refuse to take it back, under the obligation that the Renter is to pay the Lessor compensation therefore on the basis of the agreed loss price, or, as the case may be, the Price when New; or (b) repair such a sheet pile/beam at the expense of the Renter, including cutting off tops or damaged sections or repairing them in

another way and in addition to the compensation for Repair Costs and Weight Loss, charge the Renter an extra depreciation compensation.

4. If the compensations for Repair Costs or the Weight Loss amount to more than the amounts stated for them in the Agreement, the Lessor shall provide the Renter with a written statement of the amount of the compensations owed by him and the calculations on which that is based. If the Renter does not inform the Lessor in writing within 8 calendar days of the date of the statement that he is not in agreement with the statement, the Renter is deemed to agree to this statement. If the Lessor, upon request of the Renter, provides the Renter with an itemised written statement of the Repair Costs and/or the Weight Loss, the costs related to this will be payable by the Renter. In all other instances, the Lessor is entitled to immediately commence with the repair of the Goods.

### **Art. 12 Payment**

1. Payment by the Renter is to be made within 30 calendar days of the invoice date.
2. Payment by the Renter is to be made exclusively in euros, without deduction, discount or deferment. If the Lessor is of the opinion that there is a valid complaint, the payment may only be suspended for that part of the invoice to which the complaint pertains.
3. All expenses connected with payment, including furnishing of security, are payable by the Renter.
4. If the agreed upon payment period is exceeded, the Renter shall, without prejudice to the other rights of the Lessor and without prior notice of default being required, pay the legal interest on the outstanding invoice amount up to the time of payment being made in full, plus 4%. All as yet unpaid invoices immediately become due and payable and all consequences of non-compliance commence immediately.
5. All extrajudicial costs, expressly including the costs incurred for drawing up and sending demands, holding settlement negotiations and other acts for the preparation of a possible legal procedure, as well as all legal costs, reasonably incurred by the Lessor as a consequence of the non-compliance of the Renter, are payable

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by the Renter.

6. Payments made by the Renter will primarily be applied to settle the costs owed as alluded to in Article 12.5, secondarily to settle the interest owed and thereafter deducted from that part of the principal sum which the Lessor designates, regardless of instructions to the contrary of the Renter on this matter.
7. The Lessor is entitled to settlements, also in the case where the legal requirements for settlements are not met, including but not limited to the settlement of claims of the Lessor and/or of companies belonging to the group of the Lessor against the Renter with claims of the Renter against the Lessor and/or companies belonging to the group of the Lessor, regardless of the legal grounds of the claims concerned.

### Art. 13 Provision of security

If, the Lessor deems there to be a valid concern of the Renter not fulfilling his obligations toward the Lessor properly or punctually, the Renter is obliged, immediately upon request of the Lessor, to pay a portion of the rent or the entire rent in advance and/or immediately furnish adequate security in the form desired by the Lessor for the full observance of all his (payment) obligations or to replace or supplement the security furnished. If the Renter has not acceded to such a request for provision of security within 7 calendar days, all the consequences of non-compliance commence immediately.

### Art. 14 Ownership of the Goods, no encumbrance or transfer

1. The Renter recognises and respects that the Lessor is and remains the owner of the Goods. The Renter is obliged to inform third parties, including but not limited to his clients and the parties who own or are responsible for the relevant project or the relevant (construction) activities for which the Goods are used, in writing, clearly and punctually, i.e. by the time that the Goods are to be used, that the Goods: (a) are the property of the Lessor, (b) have been provided to the Renter on a temporary basis and are to be used as a temporary auxiliary structure and (c) are to be extracted from the ground and returned to the Lessor after the end of the relevant (construction) activities. The Renter is obliged, immediately

upon the request of the Lessor, to provide the Lessor with a copy of the relevant notifications. The Renter is forbidden to remove the Lessor's mark clearly indicating the Lessor's right of ownership to third parties, if present, from the Goods.

2. The Renter is obliged to immediately inform the Lessor should third parties lay claim to the Goods belonging to the Lessor or should he have knowledge of third parties intending to lay claim to the afore-mentioned Goods.
3. In the event of non-performance of the Renter of one or more of his obligations under the Contract and/or these General Conditions, the Lessor has the right to retrieve or arrange for third parties to retrieve the Goods provided and/or, at the discretion of the Lessor, extract them or arrange for third parties to extract them from the ground. The Renter irrevocably authorises the Lessor to have access or arrange for third parties to have access to the sites and/or spaces where the Goods concerned are and is, if applicable, obliged to ensure that the qualified third parties provide permission to the Lessor to enter or arrange for third parties to enter the sites and/or spaces where the Goods concerned are. All costs borne by the Lessor in connection with retrieving and possibly extracting the Goods rented to the Renter from the ground are to be paid by the Renter.
4. Without the express prior written permission of the Lessor, the Renter is not authorised to dispose of, encumber or rent or sub-rent in any way, fully or partially, directly or indirectly, the Goods rented to him. Without the express prior written permission of the Lessor, the Renter is not entitled to transfer his rights under the Agreement or his legal relationship with the Lessor under the Agreement to third parties.

### Art. 15 Force majeure

1. If the proper performance by the Lessor is permanently or partially impossible due to one or more circumstances for which the Lessor is not responsible, including the circumstances referred to in Article 15.3, the Lessor is not liable toward the Renter for any failure in the performance of his obligations under the Agreement, any failure arising as a result thereof or any delay in the

performance of the Agreement and each Party has the right to terminate the Agreement fully or partially. If the impossibility of the performance is temporary, the Agreement can be fulfilled at a later time, unless the fulfilment at a later time no longer has any value for the Lessor.

2. The Lessor is entitled to terminate the Agreement fully or partially, if the Renter is affected by force majeure spanning a continuous period of 1 calendar month or of which the Lessor can reasonably expect to last 1 calendar month.
3. Circumstances which are in no way the responsibility of Lessor are: regulations issued or to be issued by the government which obstruct or limit the use of the Goods rented or yet to be rented, lack of raw and auxiliary materials for the production of the Goods, lack of manpower, work strike, prohibition of import, export and/or transit, transport problems, non-performance of the obligations by sub-contractors of the Lessor or transport companies engaged by the Lessor, disruptions to the production by sub-contractors and/or the Lessor, natural and/or nuclear disasters, war and/or threat of war, terrorist actions and/or attacks.
4. Weather conditions, the failure to proceed with or the (premature) termination of the (construction) activities, for whatever reason, for which the Goods are rented and/or the non-use or not being put to use of the Goods after delivery to the Renter do not constitute force majeure on the part of the Renter.
5. If the Renter is affected by force majeure, he is to immediately inform the Lessor of this verbally and to confirm this in writing within 24 hours of the verbal notification.

### Art. 16 Termination of the Agreement

1. Should the Renter fail in the performance of one or more of his obligations under the Agreement toward the Lessor or if: (a) moratorium of the Renter will be or has been applied for or has been granted, (b) a petition for the bankruptcy of the Renter will or has been filed or declared, (c) the Renter reaches a settlement with his creditors or takes other steps with a view to restructuring his debts, (d) the Renter is otherwise limited in or loses control of his assets, (e) the Renter

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discontinues his business activities or shifts them to a different country, or his company is wound up or dissolved, is merged or is divided or a decision for one or more of the above-mentioned is taken, (f) there is a change in the (legal) persons who have the power to direct the control and policy of the Renter through the ownership of shares with voting rights, through agreement or otherwise, or (g) the Lessor has lost the actual control of (a part of) the Goods, the Lessor is entitled to terminate the Agreement in writing with immediate effect, or to cancel the Agreement fully or partially or to dissolve the Agreement, and to suspend the further performance of his obligations under the Agreement, without prejudice to all other rights accruing to him and without being liable for damages. It is not required to set a period for performance in the written notification of the Lessor if performance is deemed impossible or undesirable by the Lessor.

2. All claims by the Lessor against the Renter are immediately due and payable if one or more of the circumstances referred to in Article 16.1 have occurred.

### Art. 17 Liability

1. The liability of the Lessor, regardless of the legal ground, is limited to a maximum of 50% of the total rental price paid by the Renter during the rental period for the Goods through which the damage sustained by the Renter was caused.
2. The Lessor is, regardless of the legal ground, never liable for consequential loss, which also means loss of profit, losses suffered, loss of turnover, costs incurred, loss of data, loss of contracts, missed orders, missed savings, investments not recouped and loss due to disruptions to or stagnation of production or operations.
3. The Lessor is, regardless of the legal ground, never liable for the Renter implementing recommendations made by the Lessor concerning the choices to be made by the Renter.
4. The Lessor is, regardless of the legal ground, never liable for the loading and unloading, the transport and/or use of the Goods by the Renter, the Renter's employees, non-employees, all those persons who are engaged by the Renter in the performance of his

activities as well as other third parties.

5. The Lessor is, regardless of the legal ground, never liable for loss caused by intent or gross negligence of his employees and/or non-employees for whom he is liable pursuant to the law.
6. The Lessor is not liable for loss which is caused by or is the result of the use, processing and transfer of information supplied by the Renter. The Lessor is not obliged to check whether the information provided by the Renter is correct, complete and/or accurate.
7. The Lessor stipulates all legal and contractual rights he may invoke to avoid his own liability as well as for the benefit of his employees and non-employees and all those persons who are involved in the execution of the Agreement.
8. The Lessor may, in implementing the Agreement, engage third parties and is at all times entitled to invoke any limitations of liability of those third parties toward the Renter.
9. The limitations of liability of Articles 17.1 to 17.8 do not affect the liability of the Lessor on the basis of mandatory law. The Lessor shall not invoke the limitations of liability of Articles 17.1 to 17.8 if and to the extent that there is —intent or deliberate recklessness by the Lessor and/or falling within the managerial employees belonging to the management of the Lessor.
10. The Renter is, regardless of the legal ground, liable for all loss which is inflicted to or by the Goods, during the period of the Agreement.
11. The Renter shall indemnify the Lessor against all claims of third parties for compensation of loss which they have suffered or shall suffer in connection with or as a result of the Goods, the use, the unloading, the transport and/or the storage of the Goods.

### Art. 18 Conversion

If any provision of these General Conditions should turn out to be invalid, unlawful, non-binding or (fully or partially) unfeasible, the other provisions of these General Conditions remain in force. The Parties shall make every effort to reach agreement on a new provision which minimally deviates from the invalid, unlawful, non-binding or unfeasible provision, taking the content and the purpose of these General Conditions into consideration.

### Article 19 Applicable law and dispute settlement

1. All legal relationships between Lessor and Renter are governed by Dutch law.
2. The competent judge of the Central Netherlands court has exclusive jurisdiction to hear all disputes which might arise between the Lessor and Renter issuing from or in connection with (the performance of) the Agreement(s) as well as in connection with these General Conditions, all this notwithstanding the right of the Lessor to choose the legislative or competent judge by agreement.