

**INTERNAL TC RENTAL CONDITIONS
GENERAL TERMS AND CONDITIONS FOR HIRE**

BY CONFIRMING THE ORDER FORM OR DELIVERY NOTE, THE CLIENT ACCEPTS THE APPLICABILITY OF THE GENERAL TERMS AND CONDITIONS OF INTERNAL TC B.V. TO THE EXCLUSION OF ANY GENERAL TERMS AND CONDITIONS OF PURCHASE OR OTHERWISE OF THE CLIENT.

CHECK WWW.INTERNAL.NL DOWNLOADS TO DOWNLOAD:

- THE GENERAL TERMS AND CONDITIONS
- THE RENTAL CONDITIONS

WITHOUT PREJUDICE TO ANY PROVISION OF THE GENERAL TERMS AND CONDITIONS REFERRED TO ABOVE, THE CLIENT UNDERSTANDS AND ACCEPTS THAT:

- 1.** At all times, the rented goods remain the full property of Internal TC or its affiliates as the case may be. The client is liable at all times for damage to, loss or theft of the rented goods until such goods are returned to the warehouse of Internal TC. The client will promptly repair any damage to, or loss of the rented goods to Internal TC. The client will return such goods immediately to Internal TC and will compensate Internal TC for the costs of repair or replacement and for the loss of rental income during the period required for repair and replacement, to the extent such period exceeds the rental period agreed and paid for by the client.
- 2.** The client will insure the goods against damage and loss (including theft) for such time as the goods are at its disposal. Internal TC can require the client to provide a copy of the insurance policy and evidence that it is up to date with payments thereunder. If the client does not take out appropriate insurance (or fails to demonstrate this to Internal TC), or in case the client requests Internal TC to do so, Internal TC or any of its affiliates will take out insurance to cover the risks of accidental damage to, loss or theft of the rented goods, subject to the terms and conditions set out in the general terms and conditions of Internal TC.
- 3.** The client is personally responsible for all damage caused by materials of Internal TC, regardless of their condition. The client will insure itself against such damage caused by its own actions or defects in the materials.
- 4.** All rented goods have been inspected in accordance with Netherlands legislation. The client is personally responsible for all necessary inspections on site and all licenses and/or authorizations regarding the use of the rented goods.
- 5.** The client must verify that he/she receives the rented goods in good conditions. The acceptance of goods by the client or its transfer without including any remark on the bill of loading, or the receipt, or any other form of confirmation of receipt, serves as proof that the consignment is delivered complete and in good external condition.
- 6.** All goods must be returned in original condition: repairs, renovations or other modifications applied by the client or third parties to the goods are expressly prohibited without consent of Internal TC, and every potential damage and/or costs resulting therefrom will be recovered from the client.
- 7.** Late return of the rented goods is at all times charged to the client and increased with the costs resulting therefrom.
- 8.** If Internal TC cannot meet its delivery obligations, for whatever reason, Internal TC will inform the client thereof as soon as practically possible and will suggest potential alternatives. If these alternatives are not accepted by the client, the client will only have the right to terminate the agreement without incurring any further charges. Any further liability or compensation from Internal TC is excluded.
- 9.** Without prejudice to any other provision of the general terms and conditions or the provisions mentioned in this price list, Internal TC is only liable for the damage caused by its breach of contract (including grave fault) or tort that is directly suffered by the client, and does not exceed an amount equal to the price paid by the client for the goods or services (including rental) that give rise to the damage. Any other liability of Internal TC is expressly excluded, including among others indirect or special damage, damage for loss of profits, loss of contracts, goodwill or reputation, damage to or corruption of data, or any other type of lucrum cessans or consequential damage of any kind, in each case howsoever arising and whether arising in or caused by breach of contract (including grave fault) or tort.
- 10.** All invoices are payable in cash or bank transfer in advance, unless a specific payment term has been agreed to by Internal TC in writing.
- 11.** Complaints or disputes must be notified to Internal TC in writing by registered letter within 7 business days following the invoice date in order to be considered. Any dispute by the client of any invoice or any part thereof, for any reason whatsoever, does not entitle the client to withhold payment of the due invoices, not even in part.