

GENERAL RENTAL CONDITIONS OF Xalix Technical & Rental Solutions.
established Grand'Rue, 140 in 4845 Jalhay (Belgium)

Article 1 - Definitions and general provisions

1.1 In these General Terms and Conditions, the following terms are defined as follows

a. Renter: Xalix Technical & Rental Solutions and all its subsidiaries

b. Lessee: the other party under a lease or sale agreement

c. Parties: the lessor and the lessee-buyer

d. Equipment: all leased movable property sold to the Lessee by the Lessor, whether or not owned by the Lessor

e. Week: A period of five consecutive rental days not including weekends (Saturday and Sunday), unless the rental period begins on a Saturday or Sunday. Holidays falling on a weekday (Monday through Friday) are considered rental days.

f. Rental Day: An uninterrupted 24-hour period. Any period of less than 24 hours is considered a rental day.

g. In writing: in a document, e-mail, internet or other electronic means.

1.2 Oral agreements between the Parties shall be legally binding only when confirmed by the Supplier in writing and on all written documents, not only on the rental agreement, signed by or on behalf of the Hirer upon delivery of the Rental Goods.

1.3 The Licensor may require identification from the Hirer or any person picking up or receiving the Rental Goods on the Hirer's behalf.

Article 2 - Applicability

2.1. These General Conditions are applicable to all legal relationships between the Hirer/purchaser and the Rental Firm.

2.2. The Supplier expressly rejects the Hirer's terms and conditions and only accepts deviations from these Terms and Conditions if they have been approved by the Supplier in writing.

Article 3 - Offer and contract

3.1 Any offer made by the Rental Firm to the Hirer/Buyer is not binding on either party.

3.2. The data and prices indicated in printed materials, catalogs or on the Internet do not constitute an offer by the Renter. They do not give any right to the Hirer/Buyer.

3.3. A rental/sale agreement is concluded as soon as: 1) the rental/sale agreement is signed by or on behalf of the Hirer, or 2) the Hirer's/buyer's order following the Rental Firm's offer is confirmed in writing by the Rental Firm, or 3) the requirements of Article 1.2 of these General Terms and Conditions are fulfilled.

Article 4 - Duration of the rental

4.1. The minimum rental period is one day. A shorter rental period is possible for certain types of Equipment.

4.2. The rental period begins on the date and time when the Equipment is available to the Tenant, unless the Parties have agreed otherwise. The rental period ends on the date and time the Rental Firm collects the Equipment, unless the Parties have agreed otherwise.

4.3. The Equipment equipped with an hour meter is rented to the Lessee for a maximum period of 8 hours of use per rental day, i.e., 40 hours of use per week. If the hour meter indicates that the Hirer has used the Rental Goods for more than 8 hours per rental day (i.e. more than 40 hours per week), the Hirer shall be obliged to pay compensation of a maximum of 50% of the highest hourly rate for the rental period that has elapsed for each additional hour of use, unless otherwise specifically agreed in the rental contract

Article 5 - Available equipment

5.1. The rental rates apply to the Rental Equipment that the Renter makes available for rental.

5.2. If the Rental Goods are not in stock at the nearest warehouse, but at another warehouse, the Hirer may collect them from the other warehouse or the Supplier may arrange for delivery from the warehouse concerned. In this case, the transportation costs are to be paid by the Tenant.

5.3. The Rental Goods are only delivered from certain warehouses due to their volume, weight or nature and must also be returned to these warehouses.

5.4. If the Equipment requested is not in stock at any of the Rental Company's warehouses, the Rental Company may, if it so wishes, arrange for delivery of the ordered Equipment. In this case, the Hirer shall be bound by the terms and conditions of the third party used by the Rental Firm. The Hirer shall pay the Supplier a rental fee to be determined in a precise manner. The lessor shall not be liable for any damage caused by or to the Equipment delivered by the third party.

5.5. The Hirer is obliged to deliver the Equipment in good working order.

Article 6 - Transport of the Equipment by the Hirer

6.1. The costs and risks associated with the transport, including loading and unloading, shall be borne by the Hirer, unless the Rental Goods are transported by the Hirer or on its behalf. In the latter case, only the costs shall be borne by the Hirer.

6.2. By agreement with the Hirer and at a rate to be determined, the Rental Firm guarantees the transport of the Rental Goods, including loading and unloading, to and from a first floor indicated by the Hirer and to a location accessible by the means of transport used.

6.3. The Supplier shall inform the Hirer as precisely as possible of the delivery and collection times. These times are provided as an indication and do not confer any rights on the Tenant.

6.4. The delivery can be made in several parts.

6.5. The means of transport (pallets, crates, containers, etc.) are not intended for one-time use and remain the property of the lessor or the carrier he has hired, even if the lessee has paid a deposit. These means must be returned at the first request of the Hirer and may not be made available to third parties. If they are not returned, they will be invoiced at new price.

6.6. The Hirer is responsible for ensuring that sufficient and competent personnel are present at the date and time scheduled for the receipt or return of the Rental Goods. If this is not the case, the Supplier reserves the right to take back the Rental Goods or to leave the costs and risks to be borne by the Hirer. The costs resulting from this situation, as well as the costs related to a new delivery or a new return, are entirely at the expense of the Tenant.

Article 7 - Obligations and powers of the lessor

7.1. In the course of the delivery of the Rental Goods, the Supplier may deviate slightly from the promised characteristics. In any case, the Supplier may allow the following deviations, among others: slight differences in color, design, weight or size of the Rental Goods, delivery of other parts or software that are technically and qualitatively equivalent and that do not have a negative impact on the operation.

7.2. The Supplier shall be responsible for the preventive and corrective maintenance of the Rental Goods during the rental period and shall bear the costs thereof, provided that the problems are the result of normal use by the Hirer. Otherwise, the costs are to be borne by the Tenant. Maintenance of the Rental Goods shall be carried out on working days between 8 a.m. and 4 p.m. whenever possible.

7.3. If the Rental Goods do not function as required under normal use, the repair will be carried out by or on behalf of the Hirer in the shortest possible time.

7.4. The Supplier shall make the relevant operating instructions available to the Hirer or send them to him/her in writing on request.

Article 8 - Obligations of the Hirer

8.1 The Rental Goods may only be used by the Hirer and/or its employees in the performance of their duties.

8.2 The Rental Goods shall be used in accordance with their intended purpose. The Hirer shall consult the Supplier in advance if he has any doubts or lack of knowledge about the Rental Goods and/or the content of the operating instructions and/or the suitability of the Rental Goods for the purpose for which he wishes to use them.

8.3 The Hirer shall ensure that the Rental Goods are used only in accordance with the laws, regulations and/or guidelines applicable in the sector.

8.4 The Customer shall ensure that the Rental Goods are only used by persons with specific skills and not by incompetent persons.

8.5 The Hirer shall be obliged to comply strictly with the operating instructions of the Supplier, irrespective of the form in which they are provided, and to ensure the normal daily maintenance of the Rental Goods, including, at least for diesel-powered equipment: checking the oil level and the contents of the radiator and the battery, and, for compressors, draining the condensation water. The Hirer is also obliged to inform the Rental Firm when he/she can perform a periodic maintenance and/or safety inspection (information about this can be found on the sticker or on request if no maintenance and/or safety sticker is available). The Tenant shall allow the Rental Company to perform all necessary work on the Equipment.

8.6 The Tenant shall have all necessary permits and licenses to work with the Rental Goods.

8.7 The Hirer shall maintain the Rental Goods in good condition and return them to the Supplier in good working order, except for normal wear and tear. A carrier who brings or picks up the Rental Goods by order of the Supplier is not competent to check the condition of the Rental Goods, to assess the quantity and/or to determine the nature of the Rental Goods. If the Rental Goods are provided with a drip tray in which oil and residues are collected, the Hirer is obliged to empty and clean the drip tray before returning the Rental Goods. The lessor may charge any cleaning costs to the lessee.

8.8 The Tenant shall not be entitled to carry out any work on the Rental Goods beyond the scope of Article 8.5 (daily maintenance), to make any changes, extensions or additions to the Rental Goods, or to employ a third party for this purpose.

8.9 The Tenant shall, where applicable, ensure that the Equipment has a proper environment, i.e. a safe electrical connection, a cooling water supply and drainage system, a condensation drainage system and any ventilation air channels.

8.10 The Tenant shall be responsible for the assembly, disassembly and installation of the Rental Goods, unless otherwise agreed.

8.11 The Tenant shall bear the risk of the Rental Goods from the beginning to the end of the rental period, as provided for in Article 4.2 of these General Terms and Conditions.

8.12 The Customer shall check the Rental Goods for defects at the beginning of the rental period. The Hirer shall report any defects found within 24 hours, failing which the Rental Goods shall be deemed to have been delivered in good condition.

8.13 The Hirer is obliged to inform the Hirer within 24 hours in the event of damage, disappearance, loss, theft, destruction and/or seizure of the Equipment.

Article 9 - Price, invoicing and payment

9.1 The Hirer is obliged to comply with the most recent price list of the Rental Firm for invoicing the rental and to ensure that all administrative requirements are met.

9.2 The rental rates apply exclusively to the use of the Equipment in Belgium. For use in other countries, on a boat or at sea, an additional fee shall be agreed with the Hirer. The Hirer shall not be liable for any costs or damages resulting from unauthorized use of the Rental Goods in countries other than the one mentioned in this article, on a boat or at sea.

9.3 The Licensor shall be entitled to change the agreed price during the rental period if the rental period is longer than 30 calendar days. The lessor shall also be entitled to change the agreed price if legal provisions or pricing factors oblige him to do so. Within one week of learning of the new rates, the Hirer shall inform the Supplier whether he/she wishes to continue or terminate the rental.

9.4 In principle, the Hirer shall be obliged to pay the rental price in cash upon delivery of the Rental Goods. At the sole discretion of the Licensor, payment may be made by transfer to an account upon receipt of an invoice and within the time limits agreed upon by both Parties.

9.5 In the event that the Rental Firm agrees that the Tenant shall make payment after receipt of an invoice, invoicing shall take place directly at the end of the rental period, every two or four weeks, or at any time prior thereto. The Tenant is obliged to pay within 30 days or according to the specific conditions stated in the offer, following the date of the invoice without any deduction or instalment of the debt.

9.6 In the event of overdue payments, the Tenant shall be obliged to pay the legal interest rate as well as the judicial and extrajudicial collection costs, which amount to at least 15% of the sum concerned, as from the due date, without the need for a formal notice of default. The foregoing shall apply subject to the right of the lessor to suspend all its obligations, should the lessee fail to pay one or more installments due.

9.7 The lessor may at any time require a deposit or other form of security from the lessee. At the end of the rental period, the Rental Firm shall return the deposit to the Hirer after deducting the rental price and any costs associated with the repair or replacement of the Rental Goods, insofar as such costs are to be borne by the Hirer.

9.8 Unless otherwise agreed, the prices are exclusive of VAT, transport costs, fuel, packaging and consumables.

9.9 The Rental Goods are delivered with a full tank of diesel fuel and/or fuel tanks and the consumption will be invoiced upon delivery of the Rental Goods.

Article 10 - Force majeure

10.1. The lessor can decide to suspend the performance of his obligations for a maximum period of one month if he is in a case of force majeure and he informs the other party promptly after the circumstances of force majeure have arisen. The parties shall consider the consequences of this situation and may decide, among other things, to terminate the agreement without being obliged to compensate the damage and costs incurred by the hirer. A persistent case of force majeure directly leads to the possibility of termination. Force majeure is understood to mean circumstances that hinder the execution of the agreement and that are beyond the control of the parties, including secondary suppliers and subcontractors, even if they were foreseeable when the agreement was drawn up.

Article 11 - Liability

11.1 The Hirer shall be liable for all damages suffered by the Rental Firm as a result of damage, disappearance, loss, destruction and/or theft of the Rental Goods and failure to dispose of the residues during the rental period, unless such damages are the result of normal use or wear and tear, and even if they are only discovered during the inspection by the Rental Firm at the end of the rental period. In the event of disappearance, loss, destruction and/or theft of the Equipment, the Equipment shall be charged at new price.

11.2 The Hirer shall be liable for all damages of any kind suffered or caused by the Rental Goods during the rental period, including direct, indirect, material, financial and/or economic damages, as well as consequential damages. In addition, the Hirer shall indemnify the Rental Firm, in the broadest sense of the word, against any claim by the Hirer or a third party in respect of such damage.

11.3 In the event of the Tenant's continued failure to comply with these terms and conditions, all costs incurred or to be incurred by the Renter, including judicial and extra-judicial costs, shall be borne by the Tenant.

11.4 The Hirer shall pay to the Rental Firm by return of post any fines received for offences committed by the Hirer with the Equipment or on the Hirer's behalf during the rental period.

11.5 The contractual and extra-contractual liability of the Hirer, as well as of each of the persons working within or on behalf of the Hirer or called upon by the Hirer for the execution of the contract, for any material or immaterial damage (such as, in particular, moral damage, damage to production, time, data, commercial opportunities, etc.) caused to the Hirer is limited to the amount of the Hirer's civil liability insurance coverage within the limits specified by the latter.

Article 12 - Insurance

12.1 Unless expressly agreed otherwise, the Hirer shall use the insurance policies taken out by the lessor. In this case, the Hirer shall pay a supplement to the total amount of the rental. The Hirer is obliged to accept to pay a sum for each risk. The lessor shall inform the lessee of the amount of the surcharge, the coverage and the risk involved prior to signing the rental agreement.

12.2 If the Hirer does not use the insurance of the Rental Firm as stipulated in the previous paragraph, he/she shall be obliged to duly insure the Rental Goods in another way and shall present proof thereof at the first request of the Rental Firm.

Article 13 - Cancellation or suspension of an order already placed

13.1 If the Hirer cancels or suspends an order already placed, the Rental Firm shall be compensated as follows

- 20% of the rental amount in the case of a cancellation no later than one month before the start of the rental period;
- 30% of the rental amount in the case of cancellation no later than 2 weeks before the start of the rental period;
- 40% of the rental amount in the case of a cancellation at the latest one week before the start of the rental period;
- 50% of the rental amount in the case of a cancellation at the latest 2 days before the start of the rental period;
- 100% of the rental amount in case of cancellation less than 2 days before the start of the rental period.

The Hirer shall also be obliged to reimburse in full the costs of the Material delivered to the Hirer's premises or materials already ordered or rented from third parties, which cannot be returned to the Hirer's suppliers without charge. If in case of suspension the order is nevertheless executed, the payments already made shall be deducted from the invoice for the fully executed order.

Article 14 - Cancellation

14.1 If the Hirer does not fulfil or does not fulfil in time any of his obligations under this agreement between him and the Rental Firm, he shall be deemed to be in default and the Rental Firm shall be entitled to terminate this agreement without notice of default.

4.2 In the event of bankruptcy, receivership, cessation of business or liquidation of the Hirer's company, the Rental Firm shall be entitled to terminate immediately and without judicial intervention the performance of this contract and all other contracts entered into between the Hirer and the Rental Firm, or to demand payment in cash, or to terminate the contract in whole or in part, at the option of the Rental Firm, without the Hirer's being obliged to pay any compensation or security, but without prejudice to the Rental Firm's other rights. In the aforementioned cases, each claim/claim against the Hirer that the Rental Firm has or receives shall be payable on demand in one instalment. In such cases, the Renter may also immediately take back the ownership of its goods.

14.3 All costs, both judicial and extra-judicial, arising from the failure of the Tenant to comply with a single obligation of the contract and these General Conditions towards the Landlord, shall be fully borne by the Tenant.

Article 15 - Subletting or transfer of rights

15.1 The Hirer may not sublet the Rental Goods without the prior written consent of the Supplier, which may be subject to conditions.

15.2 The Hirer may not transfer the rights and obligations arising from the Rental Agreement without the prior written consent of the Hirer, which may be subject to conditions.

Article 16 - Applicable law and disputes

16.1 Belgian law shall be the only law applicable to all legal relationships between the Hirer and the Rental Firm.

16.2 All disputes that may arise as a result of a legal relationship between the Hirer and the Rental Firm (including those that are considered as such by only one Party) shall be submitted to the competent judge for the place of establishment of the relevant branch of the Rental Firm, unless the Parties decide otherwise in writing.

16.3 If any provision of these Terms and Conditions is declared null and void, the remaining provisions shall remain in force. The Parties shall agree to replace the invalid provision with a provision that corresponds as much as possible in content and spirit to the invalid provision.