

## General rental conditions

**In case of discrepancy, the Dutch version of the General rental conditions shall prevail**  
GENERAL: All quotations, order forms and invoices shall be exclusively governed by these general terms and conditions. The representatives or agents of ATL-RENTING have no right or authorisation to enter into any contract without the consent of the management. The invalidity, nullity or inapplicability of one or more provisions of these terms and conditions, on the grounds of any mandatory legal provision, shall not prejudice the applicability of the other terms and conditions. An offer shall never be binding.

**RENTAL CHARGES AND RENTAL PERIODS:** The rental period of the vehicle shall commence with effect from the day on which the hirer accepts the vehicle in the manner described overleaf, and shall come to an end on the day on which the vehicle is returned to ATL-RENTING during opening hours and after inspection by ATL-RENTING. In case the customer leaves the vehicle unattended at an ATL-RENTING depot, outside opening hours, this shall be at the sole risk of the customer, who shall remain responsible for any damage and/or theft during the period for which the vehicle is so left. The vehicle shall be brought to the depot from which the delivery of the same was originally taken, with the same appearance and condition in which it was at the time of such original delivery, failing which transport costs of minimum €150 shall be charged. The rental shall apply per working day. However, in the case of rentals for a period of less than six working days, the agreed rental price shall be charged per calendar day.

The hirer shall be liable to pay all costs and risks related to delivery, installation and retrieval.

If the rental period exceeds five working days, no rental shall be charged for the day of departure, provided the vehicle leaves no more than one hour before closing time. If the vehicle arrives before 10 a.m., no rental fee shall be charged for that day. In case of invoicing on a monthly basis, each month that commences shall be deemed to be a full month, unless otherwise agreed.

The rental shall commence automatically, without ATL-RENTING having to fulfil any further notification obligation, two working days after notification that the product can be collected.

A statement of the condition of the vehicle ("interchange") shall be drawn up when the vehicle is received as well as when it is delivered. Its signature by the hirer, or of the driver appointed by it, shall signify irrevocable agreement with its contents.

END OF THE AGREEMENT:

Termination

ATL-RENTING shall have the right to terminate the rental agreement at any time, without assigning any reason and without being bound to pay any compensation, by registered letter, subject to the observance of a notice period of 5 working days. The hirer shall have the right to terminate the rental agreement at any time, without assigning any reason, on payment of a compensation equivalent to 75% of the rental charges and rental costs due up to the end date of the contract in principle, subject to minimum of an amount equivalent to the deposit that can be used by ATL-RENTING for this purpose, by registered letter, subject to the observance of a notice period of 5 working days.

Suspensive condition

In case of death, bankruptcy or judicial reorganisation of the hirer, or any other situation of asset protection or liquidation of hirer's assets (for example, dissolution), cessation of operations, merger or (bid to effect a) takeover of its company or in case of suspension of payments by the hirer, if bills of exchange are protested against it, or if the hirer's assets are attached, the agreement shall automatically be terminated by operation of law, and the hirer shall be bound to pay compensation to ATL-RENTING equivalent to 75% of the rental charges and rental costs due up to the end date of the contract in principle, subject to minimum of an amount equivalent to the deposit that can be used by ATL-RENTING for this purpose.

Express termination clause

In case of breach of contract (among other things, this list is not exhaustive e.g. non-payment of rental, cancellation of an order, premature return of the vehicle, refusal to communicate the information requested by ATL-RENTING in accordance with the present conditions, etc.), on the part of the hirer, the agreement shall be terminated on the initiative of ATL-RENTING, without the need for prior notice of default and prior judicial intervention, through the fault of the hirer, with an obligation on the part of the hirer to pay compensation for the damage suffered by ATL-RENTING and which is not restored as a result of this termination; this damage is estimated to be an amount equivalent to 75% of the rental charges and rental costs due up to the end date of the contract in principle, subject to minimum of an amount equivalent to the deposit that can be used by ATL-RENTING for this purpose (unless proof of greater damage is provided).

Any breach of contract on the part of the hirer which results in ATL-RENTING terminating the contract in accordance with this clause shall also constitute grounds for ATL-RENTING to terminate any contract concluded between ATL-RENTING (or any company affiliated with ATL-RENTING) and any company affiliated with the hirer (both in law and in fact).

Common provisions

It is expressly agreed that in case of termination, suspensive condition and the dissolution of the agreement pursuant to an express suspensive clause, the hirer shall be bound to return the rented goods to ATL-RENTING within 2 working days of the termination of the contract (i.e., respectively, at the end of the notice period, the date of realisation of the suspensive condition, and the date of dispatch of the decision to implement the suspensive condition), subject to the payment of a penalty of €250 for each day of delay. In addition to the above-mentioned penalty, the hirer who is in default of fulfilling the aforementioned obligation to return (and for as long as this default persists) shall be bound by operation of law and without the need to issue a prior notice, to pay an amount equivalent to the rental charges and rental costs paid during the contract (last instalment). During this time, the hirer shall also continue to be responsible for the risk relating to the rented goods. The hirer shall of course, notwithstanding the termination, suspensive condition or the suspensive clause, always be obliged to pay the rent arrears, together with incidentals. In case the hirer is obliged to pay ATL-RENTING a compensation (of whatever nature), the hirer is always entitled to invoke the rental guarantee provided for this purpose.

**INSPECTION:** On departure, the hirer, or the driver appointed by it, shall inspect the tyre profile, the condition of the tyres and of the brakes, and also whether the rented equipment complies with all legal formalities and with the stated purpose of the same.

**ON-BOARD DOCUMENTS:** In case of loss of one or more original vehicle documents or number plates, the hirer shall immediately report the loss to the competent authority and provide ATL-RENTING with a certificate of loss. The hirer shall bear all the costs, fines, etc., including the administrative costs charged, amounting to €800. The rental shall continue until the original vehicle documents are returned to ATL-RENTING, even if the rented goods have been returned.

**USE/TITLE/RESTRICTION:** The rented equipment is business equipment, intended exclusively for professional purposes and may only be used for the purpose for which it is intended. The hirer shall indemnify ATL-RENTING against any unlawful use or handling of the vehicle and shall, at its own expense, comply with all territorial regulations and laws and shall bear all penalties and fines that may result therefrom. The hirer shall indemnify and hold ATL-RENTING harmless in respect of all claims, liabilities, costs and expenses arising from the use of the rented product. The rented equipment shall remain the exclusive property of ATL-RENTING. The number plates of ATL-RENTING may not be removed or altered. The hirer shall keep the vehicle free of all encumbrances: including pledges, charges, privileges, mortgages, pre-judgement and executory attachments, failing which it will have to pay a penalty in the form of an indemnity equal to the remaining duration of the agreement, which shall be payable in addition to the agreed rental charges and rental costs. The hirer shall be bound to provide the location details of the rented goods on the first request of ATL-RENTING. The hirer is prohibited to sell the rented equipment.

The rented product may not be sublet. The rented product may be made available to third parties only with the express written permission of ATL-RENTING. The hirer is not permitted to assign the rental agreement. The rented equipment may not be used to transport ADR (*Carriage of Dangerous Goods by Road*) products without the permission of ATL-RENTING. The hirer is bound to notify all interested parties, by registered letter, concerning the fact that the equipment has been rented. The hirer is prohibited to advertise on or make alterations to the vehicle, or to add anything that may or may not alter its value, unless ATL-RENTING has consented in writing to the same. In any case, all accessories added to the vehicle by the hirer, with or without the consent of ATL-RENTING, shall be deemed to have irrevocably become the property of ATL-RENTING without ATL-RENTING being liable to pay any compensation for the same.

The hirer agrees to respect all normal and legally permissible loading requirements relating to the vehicle.

**WARRANTY:** ATL-RENTING rejects any form of warranty concerning the use of the vehicle. The hirer relieves ATL-RENTING, without any restrictions, of any recourse in relation to the equipment. For manufacturing, construction and material faults, only the warranty that ATL-RENTING itself may have obtained from the manufacturer or supplier shall apply (manufacturer's warranty); of course, the warranty shall not apply if the damage is caused

by the hirer, for example as a result of improper handling, negligence or insufficient maintenance after delivery. As regards second-hand equipment, the hirer is expected at all times to take possession of the vehicle in the condition it is in at that time, as known and accepted by the hirer, and without any commitment by way of guarantee of any kind being imposed on ATL-RENTING.

**INSURANCE:** If the hirer takes out insurance itself, it shall be bound to take out the following insurances with a valid insurance company established in Belgium for the duration of the rental period: *Third-party liability insurance.* The hirer shall insure the statutory compulsory liability insurance for damage caused to third parties resulting from the use of the vehicle. *All-Risks insurance:* the hirer shall insure the rented equipment against own damage risk cover, fire and theft for a value, mentioned on the attached insurance certificate, on a first loss basis, as well as unlimited cover for towing and breakdown costs. The policy must also be extended to include serious misconduct on the part of the driver, subject to redress, and damage caused by cargo and theft. The policy must state that ATL-RENTING is the lessor of the equipment and must be regarded as the beneficiary of the policy. Any compensation to be paid under this insurance policy shall accrue in favour of ATL-RENTING, so that the hirer shall not be able to assert any rights against the insurer in question that would reduce ATL-RENTING's claims. The hirer shall be bound to provide ATL-RENTING with a valid insurance certificate of the insurance policies, which must be taken out before the commencement of use of the vehicle. In the absence of timely presentation of a valid certificate, ATL-RENTING shall have the right to charge the hirer insurance at the standard valid rates. A valid certificate issued to ATL-RENTING later than the required time shall only be taken into account from the date of receipt by ATL-RENTING, regardless of the starting date of the policy in question. Exemptions, franchises, exclusions and uninsured risks shall be at the expense of the hirer.

If the hirer takes out All-Risks insurance with ATL-RENTING, a franchise of €1,250 per claim and €1,000 in third-party liability shall be applied. However, there is no All-Risks cover, legal assistance and third party liability insurance for accidents, bridge damage, damage caused by cargo, serious misconduct of the driver, loss of use, vandalism, violation of driving and resting times, use outside of professional activity, incorrect use of the tachograph disc, overloading (tractor, with or without trailer, the total mass of which, in loaded condition and/or dimensions, is higher than the permitted mass/dimensions). The insurance shall not be deemed to have been acquired until the required premiums are paid. The franchises shall be doubled if the same driver causes a second accident through his own fault within 30 days after his first accident, which was also caused through his own fault.

**LOSS, ACCIDENT, DAMAGE, THEFT OR DEFECTS:**

The hirer shall immediately notify ATL-RENTING of any accident, damage, malfunction and any incident of loss, seizure or confiscation of the rented property and shall confirm this by registered letter in a declaration in which the hirer shall state the following: the time, place and nature of the accident or loss, and the scope of the damage. The hirer shall also notify the names and addresses of all the parties involved. The hirer shall also provide a copy of the official police report if any, together with all such other information as may be useful, and shall also undertake to notify all interested parties of the identity of ATL-RENTING in its capacity as the lessor of the vehicle.

If the hirer returns the equipment to ATL-RENTING in a damaged, incomplete or not ready for use condition, the hirer shall be bound to pay compensation for the damage caused to the equipment. The hirer shall also be bound to pay ATL-RENTING compensation for consequential damage if any. The rental period shall continue until the repair of the damage is completed, or in case of total loss, until the assessment is completed, and in case of theft, until the date on which the waiting period expires. No compensation may be claimed by the hirer in relation to stoppages that are the consequence of defects, repairs, accidents, loading and unloading activities, damage caused by cargo, etc., among other things.

No joint inspection can be conducted in case the rented product is delivered outside opening hours. This means that ATL-RENTING shall make an estimate of the damage and that the vehicle shall be available for a joint inspection during opening hours 48 hours after delivery of the vehicle. If the customer fails to do so, it shall be deemed to have accepted the damage estimate, and furthermore, to have unconditionally accepted the invoice for repairs, notwithstanding any objections that may subsequently be raised by it.

**INVOICE:** Unless otherwise stated, all invoices shall be payable in cash. In case payment is not made in time, the hirer shall be liable to pay a lump-sum compensation equivalent to 10% of the outstanding amount (subject to a minimum of €75), automatically, by operation of law, and without the need to issue a prior notice, and furthermore, without prejudice to the statutorily prescribed (if possible maximum) contribution towards the other party's legal representation costs in case the matter goes to court. In that case, the hirer shall also be liable to pay delayed payment interest at a rate of 12% per annum on the outstanding amount until the date of payment. Complaints if any must be raised by registered letter within five working days after receiving the invoice, failing which the related rights shall be forfeited. The rental price shall be payable in advance and shall be invoiced periodically. The hirer accepts that no invoice can be the subject of settlements or counter-payments of any kind. Only the protested invoices shall be treated as a separate dispute under the invoicing terms and conditions. In case the hirer fails to pay the price by the due date of an invoice in whole or in part, all other invoices including invoices that are not yet due for payment shall *ipso jure* become due and payable immediately and without the need for prior notice. If the hirer has more than one overdue debt to ATL-RENTING, ATL-RENTING shall have full discretion to choose the overdue debt against which it shall apply such partial payment. If ATL-RENTING does not take the initiative in this respect, such allocation of debt shall be made by ATL-RENTING in respect of the debt in the payment of which it has the most significant interest. A declaration of allocation of debt by the hirer that contravenes the above, shall have no value. The entry of an invoice in the outgoing invoice register of ATL-RENTING shall constitute irrefutable proof of the dispatch of such invoice, and of the receipt of the same by the hirer, without prejudice to ATL-RENTING's right to use other means of proof available to it in this regard.

**TYPE RENTING:** *net:* rent excluding consumption, insurance, maintenance and repairs, motor vehicle inspection, road tax, kilometre-based charges, taxes, fines, parking and storage costs and other possible costs if any; *operational:* rental including maintenance, normal wear and tear of tyres, motor vehicle inspection, road tax, taxes, but excluding insurance, consumption, fines, parking, storage costs and other possible costs if any. At all times, the hirer shall without any exception, be liable to pay all charges and costs relating to any kilometre-based charges (such as any registration costs, On Board Unit guarantee, etc.) in Belgium or elsewhere.

For operational rentals, the hirer can make use of a service network of maintenance facilities available to ATL-RENTING for the preventive maintenance and repairs that are required due to normal wear and tear. Repairs and all costs paid by the hirer for maintenance can only be refunded by ATL-RENTING with prior written agreement. Trailled units must be brought in for maintenance at any ATL-RENTING service centre every ten weeks. Motored vehicles must be brought in for maintenance at a service facility designated by ATL-RENTING after every 30,000 km.

**OPTION TO PURCHASE:** This option, if available, may only be exercised by registered mail, and no sooner than one month prior to the end of the contract. If the option is not exercised, the rental shall continue. If the option is exercised, the sales invoice shall be issued only after receipt of the number plate and the option price. Such option right as aforesaid shall only be acquired subject to the fulfillment of all contractual obligations as between the parties relating to rental, maintenance, damage claims, payments, and all matters concerned with the business relations between the parties, failing which the option shall be suspended and the rental shall continue to run at the standard daily rate.

**SECURITY DEPOSIT:** The hirer shall pay an interest-free security deposit into an account in the name of ATL-RENTING. The payment of a deposit as aforesaid shall be considered to be a definite and irrevocable transfer of ownership by way of security. When the rental agreement comes to an end on any ground whatsoever, ATL-RENTING shall have the right to immediately set off the deposit received against any outstanding claims, whether or not due for payment, arising under the present or other agreements, without the intervention of the hirer or any other third party. ATL-RENTING is also free to demand, or refrain from demanding, a first increased payment ("1<sup>st</sup> increased rental") in addition to the security deposit. In addition to a deposit, such first increased rental shall always be payable by the hirer before handing over possession of the vehicle.

**DELIVERY PERIOD:** The stated delivery times are only indicative, and cannot be guaranteed. General delays in delivery cannot constitute a ground to nullify the rental order form, or to claim compensation, or for a right of refusal, or for non-payment by the hirer. Circumstances that can be ascribed to unforeseeable circumstances or force majeure, which shall include strikes, lock-outs, whether at ATL-RENTING or at our supplier's and/or import sources, shall entitle ATL-RENTING to either proportionally extend the delivery period or to abandon the order, by registered mail only, without the buyer thereby acquiring any right to compensation on any grounds whatsoever.

**CO-DEBTOR:** If the equipment is hired by a company, not only shall such company be bound to comply with and fulfil the agreement, but the director, manager or authorised representative who has signed this agreement on behalf of the company shall also be

bound to comply with and fulfil the agreement in a personal capacity, jointly and severally and indivisibly with the hirer. The signatory therefore also undertakes personally, jointly and severally and indivisibly with the company for which it is acting, to comply with all the provisions of the agreement and the general terms and conditions of this agreement.

**WAIVER OF DEBT CLAIM:** As security for the proper fulfillment of their obligations, the hirer and the persons who are jointly and severally liable to it, declare that they waive their claims against third parties in favour of ATL-RENTING, and that they authorise ATL-RENTING to collect the amounts transferred without the need to observe any legal formalities against a normal discharge of contract, in accordance with article 1690 of the Civil Code.

**PLEDGE/ON DEBT CLAIM:**

The hirer pledges to ATL-RENTING all current and future claims and assets against third parties, on any ground whatsoever, as security for all its obligations arising under its contract(s) with ATL-RENTING.

**EXCEPTION FOR CONTRACTUAL NONFULFILMENT/RETENTION RIGHT:** The hirer expressly renounces the exercise of the exception for contractual non-fulfilment as well as any right of retention on the rented goods.

**STORAGE OF THE VEHICLES:** A report on the condition of the available tools and accessories may be made on arrival at one of the service centres, only if so expressly requested by the hirer. ATL-RENTING shall not be responsible for, firstly, the items not included in the aforesaid report on the condition of the rental object, secondly, for damage to the vehicle that does not result directly from the contractual work to be carried out by ATL-RENTING, and thirdly, damage or missing items when the vehicle has left the service centre after delivery.

**TAXES AND PERMITS:** ATL-RENTING shall register the vehicle at its own expense. The hirer assumes responsibility for any additional licences, permits, inspections and other certificates that may be required by law or that may otherwise be required for the legal use and operation of the vehicle. The hirer assumes responsibility for, and undertakes to pay the same whenever due, all taxes and other forms of taxes, levies, no matter by what term known, whether imposed now or at a later date on the rental, use, operation or possession of the vehicle, or on the rentals to be paid, together with all related interests and damages.

**DEDUCTIONS AND PAYMENTS:** All payments made under this Agreement shall be made by using the available funds, without any deduction or set-off and free of and without deduction of any taxes, levies, imports, duties, charges, surcharges and deductions of any kind whatsoever, whether imposed now or at a later date by any administrative, fiscal or other authority, except where required by law. If the hirer is forced to make such deductions or retentions, the hirer shall pay to ATL-RENTING the additional amounts required to ensure that ATL-RENTING receives the full amount that ATL-RENTING would have received from the hirer in the absence of any deductions or retentions.

**LAPSES:** On pain of forfeiture, all claims against ATL-RENTING shall be laid before the courts within six months of the date on which the alleged right to claim arose, without prejudice to any shorter period provided for in the contract, elsewhere in its terms and conditions, or in the law.

**FORCE MAJEURE:** ATL-RENTING shall never be liable for the consequences of force majeure, which shall include the following, among others: natural disasters, claims, strikes and riots, war or any other event beyond the control of ATL-RENTING.

**CREDITWORTHINESS:** If ATL-RENTING's confidence in the hirer's creditworthiness is shaken by acts of judicial or extrajudicial acts, measures to preserve the right (e.g. seizure) or non-payment of one or more invoices of ATL-RENTING, the hirer shall be bound, at the simple written request of ATL-RENTING, to provide, within a period of five working days, an additional security for the (additional) cover of the existing obligations, whether or not already due and payable, and in case of failure to provide such security, in accordance with the suspensive condition and its consequences set out above, and without prior notification of the contract being dissolved by law.

**DEBT SET-OFF CLAUSE:** The parties agree that even in case composition is reached amongst multiple creditors, only ATL-RENTING (or an undertaking affiliated with ATL-RENTING within the meaning of Section 5 of the Belgian Code on Companies and Associations) shall have the right to invoke a set-off between the amounts that may be payable by ATL-RENTING to the hirer, and the amounts that may be payable by the hirer (or an undertaking affiliated with the hirer, both *de facto* and *de jure*) to ATL-RENTING (or an undertaking affiliated with ATL-RENTING), for whatever reason and on any grounds or under any agreement whatsoever. The hirer may not invoke any set-off except with the express prior written consent of ATL-RENTING.

**LOCATION AND INSPECTION:** During the rental period, the hirer shall maintain records at its head office indicating the location of the vehicle and all maintenance and repairs carried out by the hirer on the vehicle. The hirer shall permit ATL-RENTING to examine the aforementioned records and/or to inspect the vehicle at all times. The hirer shall not permit the vehicle to travel beyond the national borders as stipulated in the insurance policy. Under the terms of this agreement, the hirer shall be deemed to be indisputably in possession of the vehicle from the time the vehicle is accepted by the hirer until the time the vehicle is returned to ATL-RENTING in a good condition. ATL-RENTING reserves the right to collect the rented equipment at any time. If the hirer becomes bankrupt, the hirer and/or the trustee in bankruptcy shall immediately notify ATL-RENTING in order to enable ATL-RENTING to collect the vehicle.

**STIPULATION ON BEHALF OF A THIRD PARTY:**

The hirer hereby declares that it is aware of and insofar as necessary, that it agrees that the ownership of the vehicle may (or come to) be held by a third party, or that the vehicle may (or come to) be pledged to a third party, as security for the payment of all such amounts that such third party has or may have to claim from ATL-RENTING. Notwithstanding the existence of the present rental agreement, the hirer shall return the vehicle to the third party on first request, without the hirer being able to invoke any right of retention, if and as soon as the third party demands the surrender of the vehicle on the grounds of an objectively demonstrable and established breach of ATL-RENTING's contractual obligations towards such third party. The present rental agreement shall be dissolved by operation of law with immediate effect as a consequence of such claim. The above-mentioned delivery shall take place at the office of the third party or at a location designated by the third party. If such a situation occurs and the third party wishes to continue the use of the vehicle by the hirer, the hirer shall be bound, on the first request of the third party, to conclude a rental agreement with the third party for the remainder of the term of the present rental agreement and under identical conditions.

**PERSONAL DATA:**

All data shall be included in the files of ATL-RENTING, which, as the data controller, is responsible for compliance with our privacy policy. ATL-RENTING shall comply with all the directions and regulations imposed by the Data Protection Authority.

**LANGUAGE/AUTHORITY/APPLICABLE LAW:** All correspondence relating to this agreement shall exclusively be in Dutch. Any dispute relating to this agreement or its implementation, even as regards the payment of the accepted bills of exchange, shall be subject to the jurisdiction of the Courts of Antwerp. Only Belgian law shall apply to the present agreement with regard to all matters relating thereto (conclusion, interpretation, implementation, termination, etc.).

**OFFICIAL LANGUAGE:** The official language of correspondence between the parties shall be Dutch.

**ASSIGNMENT:** The hirer is prohibited from assigning its rights and/or obligations under the agreement to a third party without the prior written consent of ATL-RENTING.

**SEVERABILITY OF CLAUSES:** The nullity of any one or more provisions of these conditions shall not result in the nullity of the other provisions of these terms and conditions.