

Rental conditions 2024

Article 1; Rental

1.1

The price agreed upon between the parties is fixed and will be paid by the lessee at the time and manner as indicated in the contract.

1.2

The rent of the leased property is due, even if the renter is not actually used from the time of the commencement of the transport depot SiteTec, to return delivery depot SiteTec.

1.3

The rent does not include costs for:

- Charging by means crane, unloading by means of crane, moving by means of crane and transport
- Commissioning of the leased property
- Any supply of staff
- If necessary, the cleaning of the leased property in return delivery depot SiteTec
- VAT
- Any duties / taxes related to the leased property
- Wear parts
- Certificates
- Export documents
- Insurances

1.4

The costs referred to in 1.3 shall be borne by the lessee and will if necessary separately by lessor to the lessee will be charged.

Article 2: Payment

2.1

The rent is calculated daily and invoiced weekly. A workweek consists of five working days Monday / Friday based on a twelve hour day. With more than 12 hours a day, or Saturday, Sunday, a double tariff applied. The lessor must be informed to be made.

Payment of rent bills of up to 30 days after the invoice date. When this provision or any other provision of this Agreement by the lessee is not satisfied, the lessee has the right to lease as terminated immediately to consider, without any notice or legal intervention is required. If the lessor will have to dish on the rental cost of the lessee to remove, which the lessee is obliged to lessor access to the place where the leased property is located. The lessee pays, in the case of the interim termination of the lease, the lessor all thereby suffered and damage.

2.2

In case of exceeding the agreed payment (s) the lessee from the due date (s) the statutory interest owed to the lessor. Also lessee any cost (court) collection involve the lessor owed.

2.3

Lessor has the right during the term of the Agreement once per calendar year to revise prices.

2.4

Payment should be placed without discount or deduction. The lessee does not have the right to suspend any payment obligation towards the lessor.

2.5

Lessor is authorized interim billing.

Article 3: Use

3.1

These terms and conditions apply from the time of commencement of transport from the SiteTec depot up to and including return delivery from the SiteTec depot. The lessee is obliged to return rented as intended and with due diligence and use all rental instructions and carefully follow instructions for use. And timely maintenance tasks including timely replacement of wearing parts. Lessor always remains the rights to access the rented property.

3.2

The lessee will expertly operating and maintenance care.

3.3

The lessee bears his own expense, make all necessary permits and any consents from anyone, or required for placement and use of the rented property. All charges and taxes on the use of the property shall be borne by the lessee.

3.4

The lessee is not permitted by the lessor applied (advertising) texts, images or any other characteristics whatsoever to remove or concealment. Furthermore, Lessee is not permitted without the consent of the lessor (advertising) texts, images or name on the rental to apply.

3.5

Lessee is not entitled to rent the rented to third parties without prior written permission of the lessor.

3.6

The lessee must take measures to prevent damage and / or loss or theft of the rented property.

Article 4: Maintenance and repairs

4.1

The lessee has received the rented property in good condition, clean and including new wear parts. The lessee is obliged to make the rented property

available to the lessor in the same condition at the end of the corresponding rental period. To return the rented property to its original state, the costs will be charged to the lessee if necessary.

4.2

In case of failure, the lessee needs to inform the lessor directly. If the problem cannot be solved by telephone, the lessor will send a technician to the location where the rented property is located as soon as possible.

4.3

Maintenance or repair of the rented property at the location where the rented property is located are always at the expense of the lessee, just like the travel and accommodation costs to the location.

If the malfunction / damage is not caused by the lessee, no costs for parts and / or labor will be charged in the event of a repair.

4.4

In the event of maintenance or repair work during the lease, the lessor will endeavor to minimize the hindrance of the use of the rented property.

4.5

The lessee is obliged to continuously inspect the rented property and check that it is working properly and, unless otherwise agreed, to provide the required daily maintenance in time for the proper functioning.

4.6

The lessee may not without the consent of the lessor, repair or perform work or jams to the rented (see 4.2)

4.7

The lessee must give the lessor access to the rented property at all times.

4.8

Lessor is entitled to replace a rented unit during the rental period by an equivalent rental unit without the lessee giving the right to dissolution or compensation. Lessee must fully cooperate.

Article 5: Liability and insurance

5.1

The lessee is obliged to insure the rented property for full replacement value to all possible damages such as fire and theft, against new values and proof of this must be handed over to the lessor. The lessee is required to bear this risk and to insure the leased property with a solid company against all other insurable risks. In the event of theft, the lessee is obliged to immediately report this to the local police and to inform the lessor.

5.2

The lessee is obliged to take all possible measures, causing damage to the leased property can be prevented or limited. In the event of damage or threatened damage to the rented property should occur, the lessee as soon as possible notify the lessor.

5.3

The lessor is not liable for loss or other damage, directly or indirectly as a result of failure or insufficient functioning of the leased property by any cause for the lessee caused, except insofar as it is not or not sufficiently due to intent or gross negligence of the lessor.

Article 6; Default and termination

6.1

If the lessee obligations under the agreement or not timely comply, and in the event:

- Attachment of one or more goods are seized;
- Through him moratorium is sought;
- To be liable in bankruptcy is filed;
- The lessee management or disposal of substantial part of his assets
- The lessee with its creditors outside any judicial or legal agreement seeking to take full or partial release of his debts;
- the agreement on the first claim of the lessor and without law be dissolved, without prejudice to other rights of the lessor to recover costs, damages and interest.

6.2

If one or more of the offenses described in the previous paragraph should arise, the lessee will immediately notify the lessor.

6.3

It will also prevent the lessee in case the liquidator, receiver or bailiff seizure laying as soon as possible notify that the leased property belongs to the lessor.

Article 7: Return at the end of lease

7.1

Unless explicitly agreed otherwise in writing, the lessee will return the rented property cleaned and apart from normal wear and tear, excluding wear parts see 1.3, 4.1 and 7.3, when used as a good lessee, in the original state. If the lessee shows defects in this, the costs will be charged to the lessee.

7.2

In addition, the lessee will return to the lessor the parts of the rented property that may have been released during the rental period, partly as a result of maintenance performed by the lessee.

7.3

All parts that come into contact with the recycle / process fluid are considered wear parts and the lessee will be charged during or after the agreed rental period if they are worn.

Article 8; Severalty

8.1

If the lessee consists of more than one (legal) person any time during the term of the lease, each of these (legal) persons are jointly and severally liable towards the lessor for the obligations arising from the lease.

Article 9; Governing Law and Jurisdiction

9.1

All disputes whatsoever arising from this agreement and all claims for non-payment are exclusively under Dutch law.

9.2

Only the civil court that has jurisdiction in the resting place of the lessor, takes note of the disputes, unless this conflicts with the mandatory law.

Article 10; Third part clause

10.1.

Lessee is aware and insofar necessary agrees to it that ownership of the lease-object may be held by a third party or that the lease-object is (or will be) pledged to a third party, as security for the obligations of the Lessor to such third party on account of rental- and/or financial lease-agreements or any other (legal) relation.

10.2.

Notwithstanding the existence of this rental agreement Lessee will hand over the lease-object to aforementioned third party at its first request without being entitled to any right of retention if and as soon as such third party requires the handing over of the lease-object on the ground that the Lessor is in breach with its obligations to such third party. Because of such request this rental agreement will be terminated by operation of law with immediate effect. The handing over as referred to above will take place at a location of aforementioned third party or at the location indicated by such third party.

10.3.

If the situation of clause 10.2 occurs and aforementioned third party wishes to continue the use of the lease-object by the Lessee, the Lessee undertakes to enter into a rental agreement with such third party at its first request for the remaining term of this agreement and under uniform conditions.

10.4.

The Lessor and the Lessee agree to the exclusion of articles 7:226 and 7:227 of the Dutch Civil Code.

10.5.

This third party clause is irrevocable by both Lessee and Lessor.