

# GENERAL TERMS & CONDITIONS FOR RENTAL FROM CARRIER RENTAL SYSTEMS BENELUX (DTKO B.V.)

## ARTICLE 1: DEFINITIONS

- 1.1 The terms below have been used in this document and are accompanied by their respective definition:
- **Delivery:** actual supply of the Rented item by the Lessor to the Renter and, in cases of Services, completion of the Services in question;
  - **Services:** Delivery, assembly, commissioning, maintenance, repair, advice and inspection carried out by the Lessor;
  - **Lessor:** Carrier Rental Systems Benelux (DTKO B.V.) or group entities or third parties that are deployed by the Lessor during Rental and/or the execution and/or completion of Services; The Lessor is a group entity of Carrier Global Corporation ("Carrier");
  - **Renter:** The counter party to whom the Lessor rents the Rented item as part of a Rental agreement;
  - **Rented item:** moveable goods that the Lessor offers for rent to the Renter;
  - **Rental:** rental of the Rented item by the Lessor to the Renter;
  - **Rental agreement:** the written agreement within which the Renter and Lessor reach agreement about renting the Rented item;
  - **Rental period:** the whole period for which the Rented item is rented to the Renter, starting on the day that the Rented item is supplied by the Lessor to the Renter, and ending on the first working day following day that the Rented item is reported as returned by the Renter;
  - **Rental week:** 7 consecutive calendar days;
  - **Rental price:** Price that the Renter owes to the Lessor for a Rental week
  - **Rental total:** the rental price over the whole Rental period

## ARTICLE 2: APPLICABILITY

- 2.1 These general terms & conditions for rental apply to all legal activities where the Lessor acts as lessor of the Rented item.
- 2.2 Deviation from these general terms & conditions is only possible after written agreement between the Lessor and the Renter.
- 2.3 In this case, the applicability of general terms & conditions adopted by the renter is explicitly rejected.

## ARTICLE 3: OFFERS

- 3.1 Offers by the Lessor, in any shape or form, are non-binding unless explicitly stated otherwise.

## ARTICLE 4: DURATION

- 4.1 A Rental agreement will only be established if it has been signed by both parties.
- 4.2 The Rental period will start on the day that the Rented item is supplied to the Renter by the Lessor, and will end on the day that the Rented item is returned to the Lessor; in other words, on the working day that follows the day on which the Rented item is reported as returned by the Lessor.

- 4.3 Unless stated otherwise in writing, the Rental agreement will be established for an indefinite period.
- 4.4 If the Renter terminates the Rental agreement prematurely, thus returning the Rented item to the Lessor before the end of the Rental period (see article 10 for returns), the Renter will owe 100% of the Rental total for the first Rental week and 50% of the Rental total over the remaining Rental period.

## ARTICLE 5: RENTAL PRICE AND COSTS

- 5.1 The Rental price is charged per Rental week unless agreed otherwise in writing. Rental for a period of less than a Rental week cannot result in a lower Rental price.
- 5.2 Rental prices are exclusive of sales tax, potential government levies, and any costs to be paid by the Renter under the Rental agreement, which includes costs for transport, assembly and disassembly, etc.
- 5.3 Any Services to be carried out by the Lessor at the request of the Renter, as well as specification costs and drawing costs, are always at the expense and risk of the Renter.
- 5.4 All offers will be based on prices for materials and labour that apply at the time of the offer, external factors - such as taxes, supplier prices, exchange rates, (raw) materials, freight costs, import duties, levies and other taxes - and execution under normal circumstances and during normal working hours. Prices are based on rates that were applicable at the moment that the Rental agreement was established or when the Rented item was delivered, if such deliveries are unreasonably delayed by the Customer.
- 5.5 Unless stated otherwise, prices will be mentioned in Euro and may be subject to change without notification before the offer is presented to the Customer for approval. All price changes will automatically apply on the date mentioned by Klimarent. It is being explicitly agreed that, in case of major increases in costs (> 5%) for the purchase of raw materials, energy or labour after the date on which the offer was accepted, Klimarent has the right to alter its prices, notwithstanding any provision stating otherwise in the General sales terms & conditions or any other agreement between the parties. These revised prices will become applicable two (2) weeks after Klimarent has informed the Customer about them in writing. These activities are subject to the provisions in article 19.

## ARTICLE 6: PAYMENT

- 6.1 In principle, billing will take place at the end of the calendar month. The Lessor is free to send an invoice in the meantime, or to request an advance payment at the start of the Rental period, which amounts to at least 20% of the Rental total.
- 6.2 Unless agreed otherwise in writing, payment must take place within 30 days after date of invoice, using a means and account number stipulated by the Lessor. If the Renter fails to do so, he will legally be deemed

to be in breach. In this case, the Lessor will be entitled to legal interest. If the Renter is in breach, all reasonable extra-judicial costs to ensure compliance will be charged to the Renter. The extra-judicial costs will be charged based on standard practices within the Dutch debt collections sector. If the actual costs are higher, the Lessor will be entitled to claim these higher costs from the Renter.

- 6.3 The Renter is not entitled to settle or suspend any amounts that he owes to the Lessor.

## **ARTICLE 7: OWNERSHIP**

- 7.1 The Rented item will always remain the property of the Lessor and can only be supplied to third parties by the Renter after prior written consent from the Lessor.

## **ARTICLE 8: IDENTIFICATION OF LOCATION**

- 8.1 When agreeing the Rental agreement, the Renter agrees to identify the location where the Rented item can be found during the Rental period. If the Renter or a third party to whom the Rented item has been supplied by the Renter during the Rental period is subject to seizure, suspension of payment is claimed or of the Renter or concerned third party is confirmed to be bankrupt, the Renter agrees to inform the bailiff, administrator and/or curator that the Rented item is the property of the Lessor and that the Rented item must be immediately returned to the Lessor at the expense of the Renter. The Lessor is free to personally collect the Rented item in the afore-mentioned cases.

## **ARTICLE 9: DUTY OF CARE**

- 9.1 The Rented item is intended for use during normal business circumstances. The Renter agrees to use the Rented item in accordance with this purpose.
- 9.2 The Lessor is not obligated to question the Renter about the intended purpose of the Rented item or the circumstances under which the Rented item will be used. The Renter must personally examine whether the Rented item is suitable for the intended purpose.
- 9.3 The Renter agrees to treat the Rented item with great care and must correctly and punctually comply with the guidelines and instructions for maintenance issued by the Lessor. The Renter must, at his own expense and risk, make sure that the Rented item is professionally set up and controlled; monitor that it works correctly; perform daily inspections; professionally disassemble it during and after use; and have it thoroughly cleaned.

## **ARTICLE 10: DELIVERY AND RETURN**

- 10.1 The Renter will receive the Rented item in good working conditions upon Delivery. If the Renter does not immediately bring shortcomings or damage to the attention of the Lessor upon Delivery, the Renter will be deemed to have received the Rented item in good condition, and potential repair-related costs will be charged to the Renter.
- 10.2 Transport and expedition from and to the Lessor will take place at the expense and risk of the Renter. Costs related to sending components, potential customs documents and/or permits, taxes, loading

and unloading costs and administration costs must always be paid by the Renter, unless agreed otherwise.

- 10.3 Once the Rental period has come to an end, the Renter must return the Rented item in the same condition that the Rented item was found upon Delivery, barring normal use-related wear.
- 10.4 If damage is encountered when the Rented item is returned, the Lessor will charge expertise and repair-related costs, and possible lost rental revenues, to the Renter.
- 10.5 If the Rented item is in such poor condition upon return that the cost of repair will be equal to or higher than 50% of the new value of the Rented item, the Renter must pay compensation to the Lessor which is equal to the new value in question.
- 10.6 The Renter will also owe the Lessor compensation equal to the new value of the Rented item if the Lessor fails to return the Rented item at the end of the Rental period.

## **ARTICLE 11: MALFUNCTIONS**

- 11.1 The Renter must immediately inform the Lessor about malfunctions to the Rented item, both verbally and in writing, mentioning the location of the Rented item, the type and serial number, a malfunction diagnosis and the telephone number via which the Renter can be reached.

## **ARTICLE 12: REPAIRS DURING RENTAL**

- 12.1 Only the Lessor is entitled to perform repairs on the Rented item. The accompanying costs will be at the risk and cost of the Renter, unless the repairs are the result of normal wear and tear or shortcomings that were already present at the moment of Delivery and were duly reported to the Lessor in accordance with article 12. Besides the cost of components, call-out and labour costs will also be charged. This will also apply if the Rented item must be relocated, fails to work, etc., unless agreed otherwise. The Lessor is free, for reasons that it deems appropriate, swap the Rented item for a comparable item at any moment in time. In case of repairs and maintenance outside the Netherlands, all reasonable costs incurred by the Lessor in this regard (such as travel and accommodation costs, travel time, labour, components), will be charged to the Renter, supplemented by a 10% fee for administration costs.

## **ARTICLE 13: LIABILITY**

- 13.1 The Renter is fully liable for all damage that is caused to the Rented item during the Rental agreement or by using the Rented item by whoever, wherever and for whichever purpose. The Renter releases the Lessor from all claims by third parties relating to the Rented item or use of the Rented item.
- 13.2 Irrespective of the legal basis on which a claim is based, the Lessor will only be liable to compensate for damage up to maximum the Rental price paid by the Renter, unless there has been fraud, deliberate intent or gross negligence on the part of the Lessor. The Lessor will never be liable for indirect/consequential damage, including – but not restricted to – environmental pollution, loss of profits, missed

assignments and missed discounts, damage due to liability towards third parties, damage caused by exceeding the delivery period, damage caused by production and/or business disruptions or stagnation, unless there has been fraud, deliberate intent or gross negligence on the part of the Lessor. The Renter releases the Lessor from claims by third parties. The Renter is obligated to agree appropriate insurance at his own expense.

#### **ARTICLE 14: SECURITY DEPOSIT**

**14.1** Before agreeing the Rental agreement, the Lessor is free to ask the Renter to pay a security deposit or request other sufficient guarantees for honouring payment obligations.

#### **ARTICLE 15: ACCESS TO RENTED ITEM**

**15.1** Under penalty of a fine equal to the new value of the Rented item - to be determined on the first day of a potential refusal - for each day that the potential refusal last, the Renter must always afford the Lessor unlimited access to the location of the Rented item and must, when requested to do so, assist the Lessor so that the Lessor can inspect, maintain, repair or remove the Rented item. This will also apply if the Rented item has been set up at a third party.

#### **ARTICLE 16: INSURANCE**

**16.1** The Renter must agree to insure the Rented item based on the new value of the Rented item. Any potential excess must be paid by the Renter. The new value of the Rented item will be decisive if the Rented item is subject to damage, loss, theft, etc. The Renter agrees to pay the (damage-related) sum determined by or on behalf of the Lessor within 30 days.

#### **ARTICLE 17: RESERVATIONS**

**17.1** In order to schedule to-be-rented materials, assignments for Rental must be received by the Lessor before 12.00 noon. The Renter must provide a reasonable estimate of the Rental period before establishing the Rental agreement.

**17.2** It is possible to reserve equipment by paying a reservation fee, with the understanding that the Lessor is entitled to immediately rent the equipment to others if it has not been collected by the agreed time. The afore-mentioned reservation fee will accrue to the Lessor.

#### **ARTICLE 18: COMMISSIONING**

**18.1** If Services are carried out by the Lessor under instruction from the Renter based on article 5.3, the Renter must always ensure the following at his own expense and cost:

**18.2** Correct and punctual execution of all deliveries and/or connections needed to set up, connect and commission the Rented item. Access to the location for the Lessor so that the latter can immediately start the agreed activities upon reaching the set-up location, and can thus continue these activities during normal working times and later outside normal working times if this is deemed necessary by the Lessor, and if the Lessor has informed the Renter of this in due time;

- i. sufficient accommodation space and/or facilities for the Lessor, in accordance with applicable laws and regulations;
- ii. suitable transport routes for essential transport to the set-up location;
- iii. suitable designated set-up location for setting up, connecting and commissioning the Rented item;
- iv. the required closable storage areas for equipment, tools and other items;
- v. the necessary and customary support personnel, machines, tools and materials (including fuel, lubricants, oil, cleaning and other small materials, gas, water, electricity, steam, compressed air, heating, lighting) must be provided to the Lessor on time, free of charge and at the correct location;
- vi. Implement and respect all necessary safety and precautionary measures.

**18.3** All costs that can be attributed to the Renter's failure to adhere to these obligations must be paid by the Renter.

#### **ARTICLE 19: COMPELLING EVIDENCE**

**19.1** The administrative files of the Lessor will be decisive in disputes concerning the Rental agreement, the Rented item, prices, costs, conditions and potential damage. The Renter is free to prove the contrary.

#### **ARTICLE 20: INTELLECTUAL PROPERTY**

**20.1** Intellectual and industrial property rights relating to the Rented item, supplied services and all items delivered to the Renter (including the accompanying data, documents and information) will always remain with the Lessor.

#### **ARTICLE 21: PROTECTION OF PERSONAL DATA**

**21.1** The supplied products and/or services require the collection of Personal data (information and data in the Rental agreement which relates to identified and identifiable natural persons) in order to function as intended. Both parties must comply with applicable legislation concerning the protection of Personal data when processing Personal data that relates to activities within this Rental agreement. The parties have agreed to take all reasonable commercial and legal steps to protect Personal data against unauthorised disclosure. This data privacy clause will survive the termination of the Agreement.

#### **ARTICLE 22: COMPLIANCE WITH INTERNATIONAL TRADE REGULATIONS**

**22.1** The sale and distribution of goods, materials, hardware, software and technology that the Distributor receives from Carrier as part of this Agreement (each a "Product of Carrier") can involve export, re-export or transfer, and such transactions must be carried out in accordance with the laws and regulations concerning export checks, trade and economic sanctions of government bodies with jurisdiction about such activities, including the United States and the European Union and its member countries (collectively referred to as "Trade regulations").

**22.2** The Customer acknowledges the applicability of Trade regulations and confirms that he will perform all its activities within this Agreement while fully

complying with these regulations. The Customer declares that he will not deliberately export, re-export or transfer the Products of Carrier, be it directly or indirectly: 1. to Cuba, Iran, North Korea, Syria, the regions of Luhansk, Donetsk, Krim in Ukraine or another region that is subject to restrictions (each seen as a "Restricted Country"); 2. to a person or entity to whom it is forbidden to supply/perform the Products of Carrier under Trade regulations, which includes but is not restricted to (i) a person or entity on the list of the Office of Foreign Assets Control of the American ministry of Finance ("OFAC"), specially designated persons ("SDN"), the list of Blocked Persons, or the consolidated sanctions list of the European Union, or ii) an entity that is owned by or falls under the control of a party that has been placed on these lists (collectively referred to as "Refused party"); 3. for unauthorised final use; or 4. for purposes that otherwise breach the Trade regulations.

**22.3** The Customer must make reasonable efforts to check the identity and location of its customers or end users and to confirm the end use of the Products of Carrier (collectively referred to as End-User Diligence). The diligence shown towards the end user by the Customer must be sufficient to identify and prevent unauthorised transactions, including transactions involving Restricted Countries and Refused Parties. The Customer must immediately notify Carrier of all transactions where a role is played by the former, or of all other breaches of Trade regulations concerning the Products of Carrier or related services.

**22.4** Carrier will not offer any guarantee, repair or replacement services for Carrier products in countries or regions that are subject to restrictions, or which breach the Trade regulations in any other way. If the Customer offers its customers a guarantee that is more comprehensive than the limited guarantee offered by Carrier, the Customer will be solely responsible for all costs, expenditure, liabilities, obligations and damage that fall under this extended guarantee.

**22.5** When requested by Carrier, the Customer must offer Carrier information about exports concerning the Products of Carrier, including but not restricted to, a description, volume, value, customer and/or end user, transaction dates and details for services.

**22.6** Carrier is entitled to terminate this Agreement with immediate effect if one of the following situations is encountered: 1. The Customer becomes a Refused Party; 2. The Customer breaches Trade regulations concerning one of the activities that fall under this Agreement; or 3. Carrier reasonably determines that its obligations concerning compliance with Trade regulations forbid Carrier from performing activities (each of these is a "Trade Check Event"). Termination based on this clause is regarded as termination for justifiable reasons, and relieves Carrier from all obligations to make further sales or supply further services (including guarantee, repair or replacement services) based on this Agreement, or to supply any Carrier products to the Distributor.

## **ARTICLE 23: EXPORT CONTROL**

**23.1** The Renter agrees to strictly adhere to all regulations concerning export controls, wherever applicable. The Renter confirms to be familiar with the contents of the concerned regulations, which stipulate that certain goods cannot be sold, rented or otherwise transferred or used for purposes other than the agreed purposes, without the required export or re-export licences from the qualified authorities.

## **ARTICLE 24: APPLICABLE LAW/ QUALIFIED COURT**

**24.1** All legal relationships between the Lessor and Renter are subject to Dutch law.

**24.2** The qualified court in Utrecht will be exclusively authorised to hear all disputes that may arise between the Lessor and Renter because of or in relation to (execution of) the Rental agreement or in relation to these general terms & conditions for rental.

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These terms & conditions of rental have been registered with the C.o.C. The Netherlands.  
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