

Applicability of these general terms and conditions

Chapter A of these general terms and conditions relates to agreements for the rental of, among other items, bleachers, stages, furniture and stand construction; Chapter B involves sales and, in general, every form of service provided, while the provisions of Chapter C apply to all of the agreements mentioned above. These general terms and conditions are employed by Van Stokkum Group B.V. and Van Stokkum Seatings B.V., both of which are registered in Drunen, and by Van Stokkum Seatings BVBA, registered in Ghent, Van Stokkum Seatings GmbH in Bazel, Van Stokkum Seatings GmbH in Schmalleberg, Van Stokkum France Sarl in Paris, all of which companies hereinafter jointly and individually shall be referred to as "Van Stokkum." The company's other party shall be referred to hereinafter in Chapter A as "hirer," in Chapter B as "buyer," and in Chapter C as "other party." These general terms and conditions may be invoked by every party who is engaged by Van Stokkum within the context of the performance of the agreement - including other Van Stokkum companies - with respect to the other party. The applicability of the general terms and conditions which the other party presents to Van Stokkum at any time shall be expressly dismissed.

Any special conditions, contrary to current general terms and conditions, that are stated on offers, orders forms or invoices issued by Van Stokkum, prevail over the present general terms and conditions.

Chapter A: Rental

1. Rental price

- a. Unless indicated otherwise, the rental price specified by Van Stokkum excludes the numbering of the bucket seats, sailcloth (up to 1.7 metres high) for the bleachers and/or stage constructions, and the fees for cleaning the hired items at the end of the rental period, including the bleacher bucket seats.
- b. Additionally, the rental price indicated by Van Stokkum is calculated on the basis of the assumption that the provisions of articles 3 and 4 of this chapter are strictly observed.

2. Sizes and tolerances

- a. It always applies that, with the exception of cases in which otherwise is agreed upon in writing, a minimum width of 45 cm is assigned for each seating space and a width of 50 cm is allocated for each standing space. The number of spaces assigned for seated and standing patrons for each bleacher/box may exhibit a 10% margin in comparison with the specifications provided by Van Stokkum.
- b. The dimensions reported in our quotations, confirmations and drawings are centre-to-centre measurements and do not include railings unless explicitly stated otherwise.

3. The collection and return of the hired items and the assembly/dismantling thereof. The duration of the agreement. Dissolution.

- a. Unless otherwise agreed to in writing, the collection and return of the hired items shall occur by and at the risk of the hirer, and from/to the storage location designated by Van Stokkum. The same applies to the assembly/dismantling of the hired items.
- b. The hirer shall owe the agreed upon rental price per unit of time from the time that the hired item leaves the Van Stokkum storage location, up to the time that the materials therein are returned, on the understanding that, in the event the hired item is returned prior to the end of the rental agreement period, that a rental fee shall in any case be owed for the duration of the agreed upon period. The rental period shall therefore also include the time required for the transport and assembly and for the dismantling and removal of the hired item.
- c. If the circumstances provide reasonable cause to that effect - in particular if the hirer fails to return the hired item at the agreed upon time and/or if it is negligent with respect to the hired item and/or if Van Stokkum obtains reasonable indications that the hirer acts in any way unlawfully with respect to the hired item or shall act as such, or an order for attachment is imposed upon the hirer's moveable/immovable property and/or the hirer applies for and/or is granted a (temporary) suspension of payments and/or bankruptcy is filed for him or is declared or he files for/obtains legal debt rescheduling - Van Stokkum has the right to dissolve the rental agreement with immediate effect and to take possession forthwith of the hired items and to enter any and all spaces belonging to the hirer in order to do so, to which end the hirer shall always irrevocably authorise it to do so. After the dissolution or the end of the rental agreement, should the hirer fail to return the hired item or return it in its complete original state, the hirer shall forfeit a penalty - irrespective of the fact whether or not it may be assigned blame in this regard - equal to 50% of the price of the hired item when new, to be calculated from the moment that the hirer was first found to be in default with regard to the return, without prejudice to Van Stokkum's right to compensation for damages and performance of the obligation to return the hired item. The customer is required to pay compensation to Van Stokkum for any damage to the hired item resulting from careless and/or incorrect use, as well as loss, defacement, the rendering useless or valueless of the hired item, as well as any parts and/or accessories belonging to the hired item, for a price equal to the value of the goods when purchased new in replacement of the lost or damaged goods, without prejudice to the customer's obligation to pay compensation to Van Stokkum for any and all damage including lost profits, costs and interest.

4. Execution of the agreement

- a. In the event that bleacher and/or stage constructions are installed, the location where it is to be installed must be flat and able to withstand pressure of 500 kg/m². Furthermore, the location indicated by the hirer - unless the hirer collects/returns the materials from/to Van Stokkum itself and assembles/dismantles them - must be able to accommodate delivery by lorry and/or truck with trailer and a forklift and must also guarantee that delivery may take place without any problem and without interruption by other suppliers making deliveries for the hirer, and at the time agreed upon. Van Stokkum excludes any and all liability for damage caused in the event of failure to comply with any of the above, and retains the right to charge the hirer for any damages suffered/costs incurred by it at the currently valid rates.
- b. In the event the hired items are not collected/returned by the hirer on time, in addition to the rental fee owed, the hirer shall also owe any costs and damages associated with this delay to Van Stokkum. In the event it is agreed upon that Van Stokkum shall deliver and/or assemble the hired items and/or collect and/or dismantle the materials, this occurs, unless otherwise agreed upon in writing, at the cost and risk of the hirer, the times provided for in this regard are not firm and the hirer, in the event these times are exceeded, must provide Van Stokkum with notice of default in writing, and to then determine a reasonable term allotted for the execution of these activities in consultation with Van Stokkum.
- c. The agreed upon installation location may only be changed and/or the hired item may only be moved with the written permission from Van Stokkum during the duration of the rental agreement.
- d. If the hirer collects/assembles and/or returns/dismantles the item itself, then this must always occur on the basis of the required care and expertise customary in the industry of renters of similar materials. Should this not be the case, and Van Stokkum subsequently must perform the transport and/or assembly/dismantling, the costs incurred as a result of these activities and/or making the location suitable as well as the additional time that is required for the assembly/dismantling shall be charged to the hirer in accordance with the applicable rates charged by Van Stokkum.
- e. The hirer shall ensure and guarantee that the installation location is accessible by lorry or, if Van Stokkum finds it acceptable, by forklift, such that loading and unloading and assembly and dismantling may be performed undisturbed and that the necessary amount of space required for these activities is available. The hirer shall indemnify Van Stokkum from liabilities to third parties with regard to any damage to the ground and the road asphalt, including the road which Van Stokkum must travel in order to arrive at the installation location. If the location is not suitable, and Van Stokkum undertakes to make this location suitable, then the costs associated with this shall be charged to the hirer. In the event however that it appears that the property is impassable, or otherwise unsuitable for the placement of the hired items, then Van Stokkum shall retain the right to refuse to further perform the agreement and to dissolve it in writing, without prejudice to its right to compensation for damages.
- f. Should it fail to fulfil its obligation to return the items to or place them at Van Stokkum's disposal,

- g. Subject to proof to the contrary supplied by the hirer, the hirer shall receive the hired item clean, and in a good state of repair, and in the agreed upon quantity. The hirer must then return/place the hired item at the disposal of Van Stokkum in the same state of repair, clean and free of any stickers it may have applied to the item and in the same quantity, whereby it applies that any costs associated with normal wear and tear shall be at Van Stokkum's expense. Every cause related to the disappearance/destruction of items - such as fire or theft - or damage - including fire, storm or vandalism - shall be the responsibility of the hirer. In the event of the disappearance/destruction, the hirer shall be responsible, in the form of compensation for damages, for the payment of the costs incurred to replace the materials lost or damaged. In the event the hired item is returned or placed at Van Stokkum's disposal in a damaged or fouled state, or has not been freed from stickers, the costs involved in repairing or cleaning or removing the stickers shall be paid by the hirer. If the hired item is not fully specified on the occasion of its being placed at the renter's disposal, then Van Stokkum's records shall be considered valid as evidence, in the absence of proof to the contrary supplied by the hirer.
 - h. Van Stokkum recommends that the hirer carry a satisfactory insurance policy to insure it from the risks of fire, storm, theft, vandalism, etc.
 - i. If the hirer collects items, these shall be placed on pallets/trolleys or in another form of packaging by Van Stokkum, ready for collection. The hirer must then place the items at Van Stokkum's disposal stacked in the same manner at the agreed upon place of collection. Should the hirer fail to do so, Van Stokkum shall charge the hirer for any additional activities required as a result at its applicable rates at that time.
 - j. Any empty packaging materials and remaining materials shall be stored, in consultation, in or outside of the location, or if applicable, under the bleachers or stage constructions. If the hirer assigns Van Stokkum the task of removing these materials and Van Stokkum accepts this assignment, then Van Stokkum will perform these additional activities and charge the hirer for them at the normal rates applicable.
 - k. Every activity performed by the hirer - including the assembly/dismantling of the hired item and the use of this item by the hirer - shall occur always and exclusively at its own risk and expense. Van Stokkum is not obligated to verify the soundness of the activities performed by the hirer.
 - l. If Van Stokkum is responsible for assembly/dismantling, or for the performance of any other activity, then this shall always occur, unless otherwise agreed, on work days between the hours of 8:00 and 18:00. Activities which are performed outside of these times shall be subject to a 15% surcharge, unless otherwise agreed upon in writing.
 - m. In the event Van Stokkum is hired to perform construction activities, the hirer must always ensure that the location where these activities are to take place is well marked, and the hirer must furthermore be present during these activities, in order to provide directions regarding the aforementioned marking. If the hirer fails to do so and Van Stokkum installs and assembles within the indicated markings, then this is the area which shall apply as the location agreed upon between the parties.
 - n. The hirer is obligated to maintain the item in a good state of repair during the rental period, in observance of any maintenance instructions provided by Van Stokkum. It is of vital importance that the hirer does not overburden the hired item, either by exceeding the maximum allowable weight or by allowing more persons to use the item than are agreed upon or allowed in accordance with the applicable government regulations.
 - o. The hirer shall ensure that the hired item is guarded sufficiently during the rental period, including at night, in order to prevent theft and sabotage, and that this shall occur at the hirer's own expense.
 - p. Unless otherwise agreed to in writing, the necessary repairs to the hired item, including replacement of defective parts, shall only be performed by or on behalf of Van Stokkum, unless injunctive relief becomes necessary to preserve the aspect of safety, in which case the hirer shall consult with Van Stokkum. If, in Van Stokkum's reasonable judgement, these repairs are the result of normal wear and tear, the costs of these repairs shall be paid by Van Stokkum. In all other cases - including in the event of careless use, insufficient maintenance, and the failure to observe maintenance instructions - the costs of repair shall be paid by the hirer, and shall be charged at the rates applicable by Van Stokkum and/or any third parties it engages to perform these repairs.
 - q. Van Stokkum shall always retain the right to inspect the condition or state of maintenance of the hired item.
 - r. The hirer shall only use the hired item in accordance with its designated purpose, and in a professional manner, and with the necessary care, and exercise the necessary supervision thereof. Subletting and reletting of the hired item is not permitted, except with written permission from Van Stokkum.
 - s. The hirer is required to notify Van Stokkum forthwith in the event a third party alleges to have any rights with regard to the hired item.
 - t. The hirer is always required, including when the hired item is placed on a public property, to conduct itself in accordance with police and/or other ordinances and other statutory regulations currently valid at the location. Van Stokkum is under no obligation whatsoever to verify the compliance with these regulations either before or during the period of the agreement. On the contrary, the hirer is obligated to provide Van Stokkum with information regarding government regulations prior to concluding the rental agreement - including that information relating to the requirements which the hired items must fulfil - and which are relevant for Van Stokkum, whereby it applies that - unless otherwise agreed - no other obligation or liability arises for Van Stokkum on the basis of the information supplied by the hirer. Only the hirer shall ensure and guarantee the temporary granting of the necessary permits.
 - u. Materials have to be collected and/or returned with an open lorry or lorry with trailer. Materials are loaded and unloaded using a forklift. If the materials are collected or returned using a vehicle which is unsuitable for purpose, the hirer has to load or unload the materials itself.
 - v. The hirer has to arrange for any permits, exemptions and/or tests that may be required and shall bear the costs of these.
5. Complaint, investigation and information obligations
- a. The hirer is required to fully inspect the hired item at its own expense and immediately after the hired item has been constructed or installed for safety, among other aspects. Should it determine the presence of a defect or malfunction, the hirer must notify Van Stokkum in this regard immediately and supported by reasons. In the event the hirer constructs or installs the hired item, it must inspect the item for safety during construction or installation, in particular the connection materials, and to refrain from using the hired items until they have been thoroughly checked, in particular with regard to safety aspects, including suitability for carrying the agreed upon weight/agreed upon number of persons. Both the hirer as well as Van Stokkum has the right to require completion or delivery, pursuant to the provision contained in the following paragraph.
 - b. In the event Van Stokkum performs the construction or installation, upon completion thereof, it has the right to invite the hirer to start the acceptance process. In this case, a joint inspection shall take place as soon as possible, and in any case prior to the point that the construction is made operational in which the hirer, if so desired, may be aided in this process by an expert, at its own expense, and whereby safety aspects in particular will be examined. Upon the completion of the inspection, Van Stokkum will make a completion report available to the hirer which must be signed by the hirer, accompanied by remarks if necessary. In the event that remarks are not included on the report or after the removal of any justified remarks, or in the event the hirer refuses to cooperate in the completion process, the hired item shall be deemed to have received final acceptance, without prejudice to the hirer's right to report small, non-essential, justified defects to Van Stokkum who will then ensure that these are repaired. In the event a transfer inspection is not performed and Van Stokkum has not extended an invitation for this to be done, then the hired item shall be considered approved from the time that the hirer approved the item after inspection, or once two working days have passed since the day on which Van Stokkum has notified the hirer, or that this has become apparent, that the hired item has been installed and is ready for use, and that no written comments or complaints have been received from the hirer during this period.
 - c. The hirer must perform a safety inspection on the hired item daily. Should it discover a defect, the hirer must file a complaint with Van Stokkum reporting this defect immediately after its discovery, and to confirm this complaint in writing in the event it was reported verbally.

he hirer is not free in that case to invoke force majeure with regard to Van Stokkum.

- d. Regardless of whether or not it was the result of its own negligence, the hirer must always immediately notify Van Stokkum of any damage inflicted upon the hired item or items belonging to third parties or persons or if the hired item is not or is no longer in a good state of repair, or for another reason is not ready for use or no longer ready for use, or the hired item has been attached or bankruptcy has been filed for the hirer or it has petitioned for a suspension of payments or has petitioned for the application of statutory debt rescheduling, and must provide written confirmation of this notification. In the event of an incident involving damage, the hirer is obligated to follow the reasonable instructions provided by Van Stokkum and to arrange for a report of the cause of loss or damage to be drawn up as quickly as possible in consultation with Van Stokkum by an expert to be appointed in consultation.

Chapter B: Terms of sale

1. Quality of the product sold
- a. In the event Van Stokkum has supplied or shown a sample or model, or submits or provides notification of designs, drawings, quantities, dimensions and weights, the provisions found under Article 1, sub 3 in Chapter C apply.
- b. The buyer must always inspect the item at any time prior to the purchase, such that consequently the buyer has no additional claim with regard to Van Stokkum than that related to a hidden defect which, even upon a close and expert examination of the item, could not have been discovered at the time of the aforementioned inspection.
2. Delivery
- a. Unless expressly agreed upon otherwise, delivery shall always be performed ex works from Van Stokkum's storage facility, and this shall also apply in the event it undertakes to transport the purchased goods itself.
- b. The sale of the goods shall always occur on the basis of payment prior to the actual delivery. The buyer is obligated to Van Stokkum to immediate acceptance of the performance as soon as this is offered to it. In the event the buyer does not accept an item, then it shall be deemed as being delivered at the time that Van Stokkum has offered it, and it shall retain the item in its custody at its own risk and expense from that moment. Van Stokkum is not required to insure the item taken into storage. Any costs incurred for the storage of goods shall be invoiced to the purchasing party at market prices, and the payment of these costs must be arranged prior to the release of these goods by Van Stokkum.
- c. Agreed upon terms of delivery apply - also in the event a certain end date or a specific term has been agreed upon - approximately and are not final, unless otherwise agreed upon expressly in writing. In the case of delayed delivery, Van Stokkum must be declared to be in default in writing, whereby Van Stokkum must be allowed a reasonable period of time within which it is capable of performing delivery; this term is to be determined in consultation.
- d. Van Stokkum retains the right to deliver the goods to be delivered in parts, on the condition that this occurs within the agreed upon term or the term which was extended on the grounds of that provided for in the previous paragraph, or as a result of force majeure. Unless otherwise agreed, Van Stokkum shall always retain the right to perform deliveries on the basis of cash on delivery.
- e. The meaning of delivery conditions shall be interpreted on the basis of the latest edition of INCOTERMS as determined by the International Chamber of Commerce.
3. Retention of title and pledge
- a. All deliveries are subject to retention of title. Van Stokkum retains the title to any goods delivered or to be delivered to the buyer pursuant to any agreement until the buyer:
- has paid the price of all of these goods, increased by any interest and costs due, in full;
 - has paid all of the claims related to the activities which Van Stokkum shall perform within the context of the agreements concerned;
 - has paid the claims against it from Van Stokkum in the event it fails in the performance of the obligations mentioned above.
- The buyer may not use the item falling under retention of title in any way as security for claims other than those issued Van Stokkum.
- b. Between the parties, it shall apply that, a right of pledge may be established upon movable property - non-registered - for which Van Stokkum may retain possession from the buyer, as security for claims which Van Stokkum, for whatever reason, has or shall obtain with respect to the buyer at the time the right of pledge was established. The right of pledge arises without further formality at the time that Van Stokkum retains possession of the property in question.
- c. In the event any third party alleges to have any rights to or with regard to property which falls under right of retention/pledge, the buyer is obligated to provide this third party with information regarding the rights held by Van Stokkum, and to notify Van Stokkum of this fact forthwith.
4. Inspection and complaints
- a. Prior to receipt and acceptance of the item to be supplied, the buyer is obligated to inspect or have the item inspected at its own expense on the basis of its agreement with that which has been agreed upon. Should the buyer wish to lodge a complaint in this regard, it must notify Van Stokkum of the nature of the complaint in writing prior to delivery.
- b. The regulation set out in this article is without prejudice to the provision in article 1 of this chapter and also applies in the event the item is lacking in a feature or quality yet is reputed to possess according to an announcement released by Van Stokkum, or in the event the defect relates to facts of which Van Stokkum is aware or should be aware, yet failed to report to the buyer.

Chapter C: General

1. The conclusion of the agreement, price modifications, intellectual property and take-over of the agreement
- a. Unless otherwise stated, all of the quotations provided by Van Stokkum are without obligation, and are valid for 3 weeks after their date. Van Stokkum retains the right - including in the case in which its production capacity proves insufficient - to withdraw a quotation supplied without obligation for 10 working days after receipt of the acceptance thereof.
- b. Van Stokkum retains the right to modify the agreed upon price, if and to the extent that during the period elapsed between the conclusion of the agreement and the performance thereof, the cost price of determining factors, including wages and amounts owed to third parties, have risen in comparison with the prices valid at the time at which the agreement was concluded.
- c. Verbal agreements may only be binding with respect to Van Stokkum after and to the extent that it confirms them in writing or these agreements are fulfilled. The risk of misunderstandings arising in the case of a verbal agreement lie with the other party.
- d. The intellectual property inherent to the projects, drawings, information, working models, documents and other data supplied by Van Stokkum shall be vested exclusively with Van Stokkum. It shall retain the right to demand the return of the documents concerned at any moment it deems convenient.
- e. In the event Van Stokkum has shown or supplied a sample or model, or submits designs, drawings, quantities, dimensions and weights and/or provides information relating to these, this shall occur in the form of an indication, without the performance thereof being required to conform to these specifications.
- f. Van Stokkum shall retain the right to transfer its rights and obligations arising from a rental or sales agreement to third parties. The hirer shall grant its permission in this regard in advance.
2. Security; suspension and exigibility
- In concluding the agreement, Van Stokkum retains the right to require security. Furthermore, Van Stokkum retains the right to require (additional) security during the performance of the agreement in the event it receives indications regarding the diminished creditworthiness of the other party which are such that it has sufficient reason to doubt the other party's ability to adequately fulfil its obligations. This is in any case at issue in the event the other party, in spite of being served with notice of default, fails to fulfil its payment obligations. If the other party fails to provide security, in spite of being provided with notice of default, Van Stokkum retains the right, among others, to suspend the execution of all of the current agreements and to proceed immediately with the demand of all of the obligations entered into by the other party.

3. Payment and costs

- a. Unless otherwise agreed, payment is to be arranged prior to the construction of the hired item/period the item is made available, which shall remain at the discretion of Van Stokkum whether this is to be executed in cash at its offices, or via a deposit to a bank or Giro account of its designation, without the other party claiming any rights of suspension or settlement. Once the term of payment has lapsed, the other party shall be found to be in default *de jure*, and shall owe interest over the final amount of the invoice starting on the due date and calculated pro rata at 1.5% per month or portion thereof until payment is executed in full. After the end of each year, the amount on which interest has been calculated shall be increased by the interest due over that year. Should the event in question, for whatever reason, not be held, the hirer shall still owe the agreed upon rental price unless the reason for this cancellation may be attributed to Van Stokkum.
- b. The other party shall owe all extrajudicial and judicial costs to Van Stokkum in the event it fails to pay the debt which is due and payable, in spite of being sent a demand for payment, and Van Stokkum turns the matter over to a third party. These costs will be charged pro rata of the hourly rate charged by Van Stokkum's legal counsel for similar cases, to be increased by the costs reasonably incurred by this counsel to be paid to third parties. Also any activities related to any demand for payment of the (possible) creation of a settlement shall be deemed to be extrajudicial. With regard to the extrajudicial costs, the minimum amount is the generally accepted minimum rate - if necessary, taking the following report into consideration: "Voorwerk" - whereas with regard to the judicial costs, the minimum applicable is that amount falling outside of the agreement to be settled by the court.
- c. The payments to be executed by the other party or a third party will always first be subtracted from the claims for which Van Stokkum is unable to enforce its rights of retention of title/pledge/retention. In consideration thereof, payments shall first be deducted from all of the costs owed, then from the interest owed, and finally, from the (the oldest in each case) principal sum.

4. Liability and force majeure

- a. If the other party has provided notification of the complaint in a timely manner, and has also complied with its investigation and disclosure obligations, then Van Stokkum, in consideration of that which is otherwise provided for in these general terms and conditions, may only be sued at law for an attributable failure for a period of one year after the conclusion of the agreement.
- b. In the event Van Stokkum provides acknowledgement in writing that it has failed imputably or that this is recorded otherwise, it has the right to provide notification within a reasonable period of time after the other party has relied on the failure to perform, that it shall perform and/or that it will carry out the necessary repair/replacement. In the event Van Stokkum performs in the short term after this acknowledgement has been provided, this means that the agreement will be considered to have been fulfilled correctly, and the other party will not be entitled to compensation for damages. An exception may be made for the stipulation contained in the previous sentence, if, prior to receiving the acknowledgement made by Van Stokkum as referred to in the first sentence of this paragraph, the other party has dissolved the agreement extrajudicially and with good reason and/or has instituted an action for the dissolution, and this demand is granted. Before proceeding with the performance as referred to in this paragraph, Van Stokkum retains the right to require that the other party return the items (if desired and if reasonable, with the exception of the retention of a sample), with respect to which it has failed imputably, before Van Stokkum performs the activity which it is required to perform.
- c. In the event it may be assessed that Van Stokkum owes compensation for damages under any title whatsoever, then Van Stokkum limits its liability, with the exception of the case of intent or deliberate recklessness, to no more than that amount that its liability insurance will pay. If, on the basis of this liability insurance, no payment is required to be made and/or a payment may be made which is less than the ceiling to be referred to below, then Van Stokkum's liability shall thus be limited to a maximum of the price agreed upon for the performance of the activity in question, excluding turnover tax. In the case of rental, this price is equal to the agreed upon rental price, excluding turnover tax, for the agreed upon period (whereby an option period is not included). The other party shall indemnify Van Stokkum from any and all liability to third parties - including, insofar as is legally possible, product liability falling under any regulation - to the extent that this liability exceeds the maximum stated in the previous sentence. Van Stokkum shall never be liable for damage which results from the incorrect use and/or faulty application of the hired/purchased item.
- d. Notwithstanding that which is provided for in the previous paragraph, it applies that Van Stokkum - in the event it appears that it belongs to a business sector in which standardisation of agreements through the application of general terms and conditions with limitations/exclusions for liability is a normal phenomenon, and Van Stokkum concludes the agreement within the business sector, or if Van Stokkum concludes the agreement with a company from a different sector which is regularly involved with the sector in which Van Stokkum is active and within which the aforementioned standardisation is also present - shall never be liable for (grave) errors committed by persons it has employed which are not part of company management.
- e. In addition to that which the law considers to be force majeure, strikes and/or illness of Van Stokkum employees, breach of agreement and/or force majeure on the part of its suppliers, transporters or other third parties involved in the agreement, a standstill in traffic, natural disasters, war or mobilisation, impeding measures from any authority, fire and other accidents in the company, the destruction of property during a previous rental, as well as other circumstances to the extent that, as a result thereof, it cannot reasonably be expected to (further) fulfil all or part the agreement, also apply as such.
- f. In this article attributable failure also includes wrongful action.

5. Termination of the rental agreement

- The hirer is authorised to terminate the rental agreement prior to the completion date provided it gives evidence of this termination in a letter sent by registered post to Van Stokkum and that it before or concurrent with the termination pays an amount equal to:
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| 25% | of the rental price for termination later than 120 days before the completion date; |
| 40% | of the rental price for termination in the period from the 120 th up to and including the 61 st day before the completion date; |
| 60% | of the rental price for termination in the period from the 60 th up to and including the 31 st day before the completion date; |
| 70% | of the rental price for termination before the 30 th up to and including the 5 th day before the completion date; |
| 90% | of the rental price for termination less than 5 days before the completion date. |

6. Applicable law and competent court, unless otherwise specified in the specific terms of the contract.

- a. The laws of the Netherlands apply to all of the agreements concluded by Van Stokkum with the exception of, in the event it should otherwise apply, the United Nations Convention on the international sale of goods (CISG).
- b. All disputes between Van Stokkum and the other party for which these general terms and conditions apply shall be, unless imperative rules of law prohibit it, settled by the Court of Appeals in Breda, the Netherlands, without prejudice to Van Stokkum's right to bring legal action against the other party before an otherwise competent court.
- c. Compensation of the owner (renter, lessor...): The hirer is responsible for all local fees, taxes (eg VAT) and taxes, incurred in connection with the lease and the rental property in place of rent.

