

RENTAL AND SALE CONDITIONS AXITOUR

I - RENTAL CONDITIONS

1. Definitions

In these rental conditions, hereinafter to be referred to as: "the rental conditions", the following terms shall have the following meanings:

<i>Axitour:</i>	the private company with limited liability Axitour B.V., with its registered office in Barendrecht;
<i>hirer:</i>	all persons to whom Axitour makes or has made an offer for the conclusion of a rental agreement or all persons with whom Axitour concludes or has concluded a rental agreement;
<i>person:</i>	natural or legal person or company without legal personality;
<i>parties:</i>	Axitour and hirer;
<i>rental agreement:</i>	an agreement between the parties in which Axitour undertakes to make one or more items available to hirer to use and hirer undertakes to pay a consideration to Axitour; every amendment or addition to this agreement; and all factual and legal acts in preparation of the execution of this agreement, including offers made by Axitour;
<i>the rented item:</i>	the item/items that is/are the subject of the rental agreement;
<i>rental price:</i>	the financial consideration that hirer owes Axitour for the use of the rented item or items.

2. General

- 2.1 The rental conditions apply to all rental agreements.
- 2.2 The applicability of general terms and conditions that hirer might refer to at any time in whatever manner or that might be included in any of hirer's statements, in whatever form, is expressly rejected.
- 2.3 Stipulations that deviate from the rental conditions or the rental agreement are only binding if recorded in writing and signed by the parties.
- 2.4 All stipulations in the rental conditions are made not only for Axitour but also for its directors and shareholders, all persons working for Axitour, all persons engaged by Axitour in the execution of a rental agreement, and all persons in respect of whose acts or omissions Axitour might be held liable.
- 2.5 Should Axitour not desire the strict observance of the rental conditions, this does not imply that Axitour loses the right to require the strict observance of the rental conditions in future cases, similar or otherwise.
- 2.6 Should several natural or legal persons have committed themselves as hirers, they shall always be jointly and severally liable towards Axitour for all obligations arising from the rental agreement.
- 2.7 Should any part of the rental agreement or the rental conditions be void or voidable, this shall not affect the validity of the remaining part of the rental agreement and the rental conditions. The void or voidable part will then, in accordance with article 3:42 of the Dutch Civil Code, be replaced with what the parties would have agreed upon had they been aware of the voidness or voidability.
- 2.8 The rental conditions are drawn up in several languages. Should there be a difference of opinion on the contents or the purport of the rental conditions, the Dutch text will prevail.

3. Offers; formation of the rental agreement

- 3.1 All offers made by Axitour are non-binding. Axitour is entitled to revoke its offer within 5 working days after receipt of the acceptance. An acceptance by a hirer that deviates from Axitour's offer, whether or not on subordinate points, shall always be deemed a rejection of Axitour's offer and as a new offer by hirer. A rental agreement will only be deemed concluded in accordance with this new offer if Axitour confirms this in writing or via electronic means.
- 3.2 A rental agreement will be deemed concluded after (a) the expiry of 5 working days of receipt by Axitour of hirer's acceptance and if Axitour has not revoked its offer during this period, or (b) Axitour confirms the rental agreement in writing or via electronic means, or (c) Axitour commences with the performance of the rental agreement.

4. Provision of the rented item, inspection, defect

- 4.1 Unless the parties agree otherwise in writing, Axitour will engage DHL or another courier to provide hirer with the rented item one or two days prior to commencement of the rental period at the address indicated by hirer and to pick up the rented item one day after the end of the rental period at the address indicated. During the above-mentioned days, hirer guarantees that the rented item can be made available and picked up. Insofar as the rented item comprises rechargeable equipment, it is sent fully charged. The costs of the shipment and return shipment of the rented item are for the account of hirer.
- 4.2 The rented item is made available and accepted by hirer in its current condition on commencement of the rental period. This is deemed to be the condition that hirer can reasonably expect from a well-maintained item of the type to which the rental agreement relates.
- 4.3 With due observance of that provided in the rental agreement and the rental conditions, the rented item is defective if, given its condition or a specific characteristic or any other circumstance beyond the control of hirer, it is incapable of providing hirer with the enjoyment which hirer could expect when entering into the rental agreement.
- 4.4 Hirer is obliged to inspect the rented item prior to its use and to verify whether the rented item is suitable for the agreed purposes. Should hirer not have sufficient expertise, he must be assisted or represented by an expert during the inspection. Axitour is only obliged to inform hirer of defects that it is aware of and which it knows could negatively affect the suitability of the rented item.

5. Rental price

- 5.1 The rental price is stated in Euros and excludes turnover and other taxes and levies, unless agreed otherwise by the parties.
- 5.2 The rental price is based on price-determining factors at the time that the rental agreement is concluded. Should these factors change after conclusion of the rental agreement but before provision of the rented item without Axitour reasonably being able to exercise influence thereon, Axitour is entitled to pass on the costs ensuing therefrom to hirer.
- 5.3 The rental price does not include payment for anything other than the use of the rented item. The costs incurred relating to the provision and return of the rented item, including but not limited to the costs of the shipment and return shipment thereof are not included in the rental price, unless otherwise agreed in writing. Hirer will be charged separately for activities to be performed by Axitour for the benefit of hirer other than providing the rented item for use, such as the delivery of items or the performance of services.
- 5.4 The rental price will be adjusted once a year on 1 January in conformity with the monthly price index adjustment of the consumer price index (CPI), series "all households" (2006=100), published by Statistics Netherlands (CBS). The adjusted rental price will be calculated in accordance with the formula: the adjusted rental price is equal to the rental price applicable on the adjustment date multiplied by the index figure of the calendar month that

lies four calendar months before the calendar month in which the rental price is adjusted, divided by the index figure of the calendar month that lies sixteen calendar months before the calendar month in which the rental price is adjusted. This adjustment will not take place if it entails a decrease of the most recently applicable rental price, regardless of Axitour's right to apply an adjustment on the basis of the aforementioned formula with effect from 1 January of the year following the year in which the adjustment did not take place and subsequently to continue this annually as of 1 January.

6. Payment

- 6.1 Payment of the rental price and, if applicable, other amounts that hirer owes Axitour, shall take place within 14 days after the invoice date or on such earlier or later date as agreed in writing. Payment shall always take place unconditionally, without discount, deductions, set-off, retention or suspension, of whatever nature. Hirer will not for levy an attachment in respect of a counterclaim against its creditor.
- 6.2 Complaints regarding Axitour's invoices must be submitted to Axitour in writing stating reasons within 7 days after the date of the relevant invoice failing which hirer will be deemed to have accepted the invoice as irrevocably correct.
- 6.3 Hirer will, on expiry of the payment term, be in default without any notice of default being required.
- 6.4 Hirer will owe a default interest of 1% per month or part of the month in respect of the outstanding claims for the period that hirer remains in default.
- 6.5 Hirer is obliged to pay the collection costs actually incurred by Axitour plus the principal sum and the default interest in the event of an extrajudicial collection. The extrajudicial collection costs amount to at least 15% on the first € 5,000 (with a minimum of € 100), 10% on the excess up to € 10,000, 8% on the excess up to € 20,000, 5% on the excess up to € 60,000 and 3% on amounts exceeding € 60,000.
- 6.6 In the event hirer is found to be predominantly or entirely in the wrong, hirer will be liable for all judicial costs including the costs of the proceedings to be assessed.
- 6.7 Should hirer fail to fulfil one or more of his obligations or if Axitour has a valid ground to fear that he will fail to comply with his obligations, Axitour is entitled to reclaim possession of the rented item at the expense of hirer. Hirer will cooperate fully in this respect. Hirer waives possible retention rights regarding the rented item in advance and will not have an attachment levied on the rented item.
- 6.8 Hirer must pay all or part of the rental price in advance or must provide sufficient security for the fulfilment of his obligations, for example, in the form of a security deposit or bank guarantee following a request by Axitour's request in this respect, which request may be made both prior and during the rental agreement. Hirer may not offset any amount against the security deposit or bank guarantee. Should the security deposit or bank guarantee be used, hirer will be obliged to settle the full amount at Axitour's first request. Axitour is not obliged to pay any interest on a security deposit.

7. Designated use, use

- 7.1 The rented item may only be used for the purpose for which it, by its nature, is suited.
- 7.2 Hirer must use the rented item as a good hirer for the entire duration of the rental agreement having regard to the designated use and use which the parties have agreed with respect to the rented item.
- 7.3 Hirer must observe the oral and written instructions and user regulations provided by Axitour in the interest of the proper use of the rented item.
- 7.4 Hirer may not change the nature or composition of the rented item. Moreover, hirer may not affix objects to or remove them from the rented item without Axitour's prior written consent.

The latter may attach conditions to the granting of its consent. All that affixed to the rented item by or on behalf of hirer after receipt of such consent then becomes the property of Axitour. Disassembly thereof by hirer without the prior written consent of Axitour is not permitted. Insofar as is legally permitted, the parties hereby state that Axitour is not obliged to pay hirer any compensation for the objects attached to or the changes made to the rented item by hirer.

8. Maintenance, repair and renewal

- 8.1 All maintenance, repair and renewal costs that do not result from normal wear and tear are for the account of hirer.
- 8.2 The parties will consult and agree on the days and times on which maintenance or repair will take place in advance. Hirer is not entitled to replacement items during the maintenance and repair period.
- 8.3 Hirer will immediately inform Axitour of all defects in the rented item in writing, specifically stating the nature of such defects. Hirer will grant Axitour a reasonable period to make a start on repairing the defect, which period will be at least five working days, except in the event of calamities.
- 8.4 Axitour is never obliged to repair the following defects: defects which hirer accepted when it entered into the rental agreement; defects that can be attributed to hirer, his employees or other persons for whom hirer is liable; defects that are the consequence of negligent, incorrect or improper use of the rented item or use in violation of the documentation; defects that are the consequence of the use of the rented item in violation of the designated use, defects as a consequence of external causes; defects that are the consequence of changes or additions to the rented item made by or on behalf of hirer.
- 8.5 Axitour is never obliged to repair or reconstruct data that has been lost.
- 8.6 If appropriate, Axitour will do its utmost to repair a defect within a reasonable period of time. Axitour may always choose not to repair a defect and to replace the rented item with other similar, but not necessarily identical, items.

9. Damage and liability

- 9.1 Hirer will take appropriate measures in good time to prevent and limit any damage to the rented item. Hirer must immediately inform Axitour should any such damage occur or be likely to occur.
- 9.2 Axitour will not take out insurance for the rented item. From the time that the rented item is provided, whether to hirer or a third party engaged by hirer or another person for whom hirer is liable, up to the time that the rented item is returned, whether to Axitour or a third party engaged by Axitour, hirer carries risk of theft, misappropriation, loss or damage of and to the rented item in all cases, also insofar as the rented item is actually at the disposal of a third party. Hirer is obliged to insure this risk and to keep it insured with a reliable insurance company at its own expense. Hirer's rights ensuing from this insurance contract towards the insurance company will be transferred by hirer to Axitour in advance.
- 9.3 Hirer is liable for damage resulting from changes and additions made by or on behalf of hirer. Hirer indemnifies Axitour against any third-party claims for damage caused by changes and additions made by hirer.
- 9.4 Axitour's liability, of whatever virtue, is limited to the amount of the rental price owed by hirer excluding VAT and other taxes and levies. Axitour is never liable for any consequential loss, trading loss, interruption of business operations, lost profits, lost savings, damage as a result of claims by customers of purchaser, loss of customers, diminished goodwill and reputational damage. In the event of a defect, hirer may not claim a reduction of rental price, termination of the rental agreement, suspension or set-off, except for the right to set-off as defined in article 7:206 paragraph 3 of the Dutch Civil Code. Hirer indemnifies Axitour against claims for

compensation by third parties and will compensate Axitour for any costs incurred with respect to a defence against these claims.

- 9.5 The provisions of article 9.4 do not apply in the following circumstances: if the damage or the defect is the direct consequence of intent or wilful recklessness on the part of Axitour or the employees who are part of its management; if Axitour was aware of a defect on conclusion of the rental agreement and made no additional agreements with hirer in this respect; if Axitour should have been aware of a defect on conclusion of the rental agreement and hirer was not and could not have been aware of this.

10. Ownership

- 10.1 Subject to prior written permission of Axitour, hirer may not do or refrain from doing anything in respect of the rented item that could adversely affect the right of ownership that Axitour or a third party has regarding the rented item.
- 10.2 Hirer will immediately inform a bailiff levying attachments, or the receiver or administrator, of Axitour or a third party's right of ownership regarding the rented item will immediately or - in the event of hirer's bankruptcy, the suspension of payments granted to hirer or applicability of the Debt Management Natural Persons Act [in Dutch: *Wet schuldsanering natuurlijke personen*] to hirer.
- 10.3 Hirer will inform Axitour immediately in writing of the attachment of the rented item, stating the details of the identity of the attaching party and the reason for the attachment. Hirer is liable to Axitour for all costs and damage arising as a result of the attachment of the rented item.

11. Subletting

- 11.1. Hirer may not alienate, pledge or encumber the rented item. Subject to Axitour's prior written consent, hirer may not, wholly or partly, sublet or make the rented item available in any other way to third parties.
- 11.2. Should hirer breach article 11.1, he shall be liable for an immediately due and payable penalty of € 250, plus an immediately due and payable penalty of € 125 for each day that breach continues. Axitour is entitled to the penalty without prejudice to all of its other rights or claims, including but not limited to: its right to require hirer to fulfil his obligations; its right to terminate the rental agreement; and its right to claim compensation at law.

12. Duration and end of rental agreement, return of the rented item

- 12.1 In the event that the rental agreement is entered into for a definite period it will be extended after the date of expiry by operation of law for an indefinite period if hirer does not return the rented item to Axitour at the end of the definite period, and if Axitour permits hirer to keep using the rented item after the end of the definite period. In such case, the provisions of the rental agreement initially concluded for a definite period will apply to the extended rental agreement, on the understanding that each party is entitled to terminate the rental agreement by written notice with due observance of a notice period of at least a week. This notice period also applies to rental agreements that have been entered into for an indefinite period of time.
- 12.2 Unless the parties have agreed otherwise in writing, hirer must return the rented item, save for normal wear and tear, to Axitour at the end of the rental agreement in a condition that Axitour may reasonably expect of a well-maintained item of the type to which the rental agreement relates, with no defects. The last sentence of article 7:224 paragraph 2 of the Dutch Civil Code is not applicable. When discussing the condition of the rented item on commencement of the rental period, hirer will be presumed to have accepted the rented item in good condition and without any defects. Unless the parties have agreed otherwise in writing, hirer will hand the rented item to DHL or another courier engaged by Axitour, one day after the expiry of the rental period. Hirer warrants that the rented item can be collected on the day indicated.

- 12.3 Hirer will do whatever is necessary to ensure that rented item is at the disposal of Axitour on expiry of the rental agreement. Insofar as is necessary, hirer grants Axitour an irrevocable power of attorney to do all that is suitable and necessary to re-gain possession of the rented item at the end of the rental agreement. To this end, hirer grants Axitour its irrevocable advance permission to enter premises or arrange for the premises entered where the rented item is located with a view to repossessing the rented item. Hirer waives possible retention rights regarding the rented item in advance and will not have an attachment levied on the rented item.
- 12.4 Within two working days after Axitour itself has taken delivery of the returned rented item, it will verify whether hirer correctly complied with its obligation to return the rented item.
- 12.5 Insofar as hirer has not complied with his obligation to return the rented item in good time, it will owe Axitour, without prejudice to the provisions of article 12.1, an additional rental price for each day, including a part of a day that the agreed period was exceeded.
- 12.6 Insofar as hirer has not properly complied with its obligation to return the rented item, it owes Axitour the repair costs of the rented item or, should repair not be reasonably possible or realistic, the new value of the defective item in accordance with Axitour's price list applicable at that time, reduced by 15% for each full year that the rented item has been included in Axitour's rental fleet with a maximum of 50%.
- 12.7 Insofar as hirer has not fully complied with its obligation to return the rented item, it owes Axitour the new value of the missing item in accordance with the Axitour's price applicable at that time, reduced by 15% for each full year that the rented item has been including in Axitour's rental fleet with a maximum of 50%.
- 12.8 The provisions in the articles 12.6 and 12.7 do not affect hirer's obligation to pay the rental price.

13. Premature termination of the rental agreement

- 13.1 Without prejudice to other rights that can be relied on under the law, the rental agreement or the rental conditions, Axitour is entitled, without any notice of default or judicial intervention being required, to wholly or partially terminate the rental agreement by means of a written notification to hirer, if: (a) hirer fails to observe its obligations arising from the rental agreement or the rental conditions properly or in good time; and/or (b) Axitour has valid grounds to fear that hirer will fail in the performance of one or several of its obligations; and/or (c) hirer is declared bankrupt, its bankruptcy is petitioned, hirer has requested or is granted suspension of payments or provisional suspension of payments, a statutory debt management scheme is requested or declared applicable to hirer, hirer's company is liquidated or executory attachment has been levied on hirer's property, or prejudgement attachment that has not been lifted within one month after the date of attachment. Should hirer's default arise after a notice of default has been given in accordance with the law, the rental agreement and the rental conditions, Axitour will not, as referred to under (a), commence with whole or partial termination of the rental agreement until it has sent hirer a written notice of default which includes a reasonable period for fulfilment and that fulfilment has not taken place within the stipulated period. In the event of whole or partial termination of the rental agreement by Axitour, it is not obliged to pay any compensation and all its claims against hirer will become immediately due and payable in full.
- 13.2 Should Axitour be required to prematurely terminate the rental agreement, Axitour is entitled to repossess the rented item immediately after the termination of the rental agreement at hirer's expense. In that case, hirer is obliged to allow Axitour to enter the premises where the rented item is located and hirer is also obliged to cooperate in full.
- 13.3 Hirer is obliged to compensate Axitour for all costs, losses and interest resulting from a premature termination of the rental agreement, also if hirer is declared bankrupt or hirer has been granted a suspension of payments or if a statutory debt management scheme has been declared applicable to hirer. Those costs and losses shall include among other things, but not

exclusively, the rental price indebted on the remaining term of the rental and the out-of-court and legal costs as described in article 5.

14. Force majeure

- 14.1 For the purpose of these conditions force majeure ("non-attributable non-fulfilment") is understood to be all circumstance that cannot be attributed to Axitour subjectively that make it impossible or too impractical for Axitour to fulfil or to continue to fulfil its obligations or a part thereof, including - but explicitly not limited to - force majeure and/or breach of contract ("attributable non-fulfilment") and/or unlawful acting on the part of third parties involved in the performance of the rental agreement, abnormal weather conditions, frost, storm damage and other damage, strikes, transport problems, fire and theft caused by forces of nature.
- 14.2 In the event of force majeure, Axitour is entitled to wholly or partially suspend fulfilment of its obligations, and hirer may no longer claim fulfilment or compensation of damage.
- 14.3 Should the force majeure period last longer than two months, each party is entitled to wholly or partially terminate the rental agreement without being obliged to pay compensation, on the understanding that should Axitour partially fulfil its obligation before or after force majeure takes effect, it will always be entitled to a pro rata amount of the rental price.
- 14.4 Axitour may also invoke force majeure in the event such force majeure occurs after Axitour should have fulfilled its obligations.

15. Penalty

Should hirer, after having been given proper notice of default by Axitour, fail to properly fulfil an obligation arising from the rental agreement or the rental conditions in good time, hirer shall pay Axitour, to the extent that no specific penalty has been agreed upon, an immediately due and payable penalty of € 100 for each day that hirer remains in default. Axitour is entitled to the penalty without prejudice to all other rights or claims, including but not limited to: its right to fulfil the obligations; its right to termination of the rental agreement; and its right to claim compensation under the law.

16. Late availability

Should the rented item not be available on the agreed commencement date of the rental agreement, hirer will not owe the rental price until such time that the rented item is made available to it, and its other obligations and agreed rental periods will be postponed accordingly. The date of the rental price indexation remains unchanged. Axitour will not be liable for any damage arising from the delay, unless the damage is a direct consequence of intent or wilful recklessness on the part of Axitour or its employees who are part of its management. Hirer may not terminate the rental agreement or have the rental agreement terminated in the event of delayed availability, unless such delay is a direct consequence of intent or wilful recklessness of Axitour or its employees who are part of its management and as a result hirer cannot reasonably be required to allow the rental agreement to continue unchanged.

17. Applicable law and competent court

- 17.1 The legal relationship between the parties will be governed by Dutch law.
- 17.2 Except insofar as the provisions of mandatory law dictate otherwise, all disputes arising between the parties in connection with or in relation to a rental agreement or rental conditions will, in the first instance, exclusively be settled by the Rotterdam District Court, without prejudice to Axitour's right to bring a dispute before any other competent court.

II - GENERAL CONDITIONS OF SALE

1. Definitions

In these general conditions of sale, hereinafter to be referred to as: "the conditions of sale", the following terms shall have the following meanings:

<i>Axitour:</i>	the private company with limited liability Axitour B.V., with its registered office in Barendrecht;
<i>purchaser:</i>	all persons to whom Axitour makes or has made an offer for the conclusion of a purchase agreement or all persons with whom Axitour concludes or has concluded a purchase agreement;
<i>person:</i>	natural or legal person or company without legal personality;
<i>parties:</i>	Axitour and purchaser;
<i>purchase agreement:</i>	an agreement between the parties in which Axitour undertakes to provide one or more items and/or to provide a service and/or to deliver any other performance, not consisting in making one or more items available to use, and purchaser undertakes a consideration vis-à-vis Axitour in order to pay a monetary consideration; every change or supplement of this agreement; and all factual and legal actions for the preparation and for the execution of this agreement, including offers of Axitour;
<i>the purchased item:</i>	the item/items purchased that is/are the subject of the purchase agreement.
<i>price:</i>	the financial consideration that purchaser owes Axitour.

2. General

- 2.1 The conditions of sale apply to all purchase agreements.
- 2.2 The applicability of general terms and conditions that purchaser might refer to at any time in whatever manner or that might be included in any of purchaser's statements, in whatever form, is expressly rejected.
- 2.3 Stipulations that deviate from the conditions of sale or the purchase agreement are only binding if recorded in writing and signed by the parties.
- 2.4 All stipulations in the conditions of sale are made not only for Axitour but also for its directors and shareholders, all persons working for Axitour, all persons engaged by Axitour in the execution of the purchase agreement, and all persons in respect of whose acts or omissions Axitour might be held liable.
- 2.5 Should Axitour not desire the strict observance of the conditions of sale, this does not imply that Axitour loses the right to require the strict observance of the conditions of sale in future cases, similar or otherwise.
- 2.6 Should several natural or legal persons have committed themselves as purchasers, they shall always be jointly and severally liable towards Axitour for all obligations arising from the purchase agreement.
- 2.7 Should any part of the purchase agreement or the conditions of sale be void or voidable, this shall not affect the validity of the remaining part of the purchase agreement and the conditions of sale. The void or voidable part will then, in accordance with article 3:42 of the Dutch Civil Code, be replaced with what the parties would have agreed upon had they been aware of the voidness or voidability.
- 2.8 The conditions of sale are drawn up in several languages. Should there be a difference of opinion on the contents or the purport of the conditions of sale, the Dutch text will prevail.

3. Offers; formation of the purchase agreement

- 3.1 All offers made by Axitour are non-binding. Axitour is entitled to revoke its offer within 5 working days after receipt of the acceptance. An acceptance by a purchaser that deviates from

Axitour's offer, whether or not on subordinate points, shall always be deemed a rejection of Axitour's offer and as a new offer by purchaser. A purchase agreement will only be deemed concluded in accordance with this new offer if Axitour confirms this in writing or via electronic means.

- 3.2 A purchase agreement will be deemed concluded after (a) the expiry of 5 working days of receipt by Axitour of purchaser's acceptance and if Axitour has not revoked its offer during this period, or (b) Axitour confirms the purchase agreement in writing or via electronic means, or (c) Axitour commences with the performance of the purchase agreement.

4. Prices

- 4.1 The prices are stated in Euros and exclude turnover and other taxes and levies, unless agreed otherwise by the parties.
- 4.2 The prices are based on price-determining factors at the time that the purchase agreement is concluded. Should these factors change after conclusion of the purchase agreement but before delivery of the purchased item without Axitour reasonably being able to exercise influence thereon, Axitour is entitled to pass on the costs ensuing therefrom to purchaser.

5. Payment

- 5.1 Payment of the invoices of Axitour, shall take place within 14 days after the invoice date or on such earlier or later date as agreed in writing. Payment shall always take place unconditionally, without discount, deductions, set-off, retention or suspension, of whatever nature. Purchaser will not levy an attachment in respect of a counterclaim against its creditor.
- 5.2 Complaints regarding Axitour's invoices must be submitted to Axitour in writing stating reasons within 7 days after the date of the relevant invoice failing which purchaser will be deemed to have accepted the invoice as irrevocably correct.
- 5.3 Purchaser will, on expiry of the payment term, be in default without any notice of default being required. If purchaser is in default with any payment, all claims of Axitour on purchaser are immediately and fully due and payable.
- 5.4 Purchaser will owe a default interest of 1% per month or part of the month in respect of the outstanding claims for the period that hirer remains in default.
- 5.5 Purchaser is obliged to pay the collection costs actually incurred by Axitour plus the principal sum and the default interest in the event of an extrajudicial collection. The extrajudicial collection costs amount to at least 15% on the first € 5,000 (with a minimum of € 100), 10% on the excess up to € 10,000, 8% on the excess up to € 20,000, 5% on the excess up to € 60,000 and 3% on amounts exceeding € 60,000.
- 5.6 In the event purchaser is found to be predominantly or entirely in the wrong, purchaser will be liable for all judicial costs including the costs of the proceedings to be assessed.
- 5.7 Further to a request to this effect by Axitour purchaser shall make a full or partial advance payment or on his own account furnish adequate security for the fulfilment of his obligations, for example in the form of a bank guarantee. Purchaser may not offset any amount against the bank guarantee.

6. Delivery time, delivery

- 6.1 The delivery times stated by Axitour are approximations only and are never strict deadlines.
- 6.2 Unless otherwise agreed upon in writing, the purchased item is delivered from Axitour's warehouse ("ex works", in conformity with the latest version of the Incoterms). The risk is transferred to purchaser as soon as Axitour has made the purchased item in its warehouse available to purchaser.
- 6.3 Axitour is entitled, but never obliged, to deliver the purchased item in parts and to invoice each part separately.

- 6.4 Purchaser is obliged to take delivery of the purchased item within 5 days after it has been made available to purchaser. If purchaser does not take delivery of the purchased item in a timely manner, purchaser is in default without notice of default and Axitour, regardless of its other rights, is entitled to terminate the purchase agreement and claim compensation from purchaser.

7. Retention of title

- 7.1 Axitour retains ownership of the purchased item until the price thereof has been paid in full. The retention of title also applies to the other claims referred to in article 3:92 paragraph 2 DCC that Axitour has or will have on purchaser.
- 7.2 As long as the ownership of the purchased item has not been transferred to purchaser, purchaser may not pledge the purchased item or grant any other right thereon to a third party.
- 7.3 Purchaser undertakes not to assign or pledge any claims it has against his customers without the prior written permission of Axitour. This prohibition to assign and pledge has effect under both the law of obligations and property law. Purchaser furthermore undertakes to pledge the claims against his customers to Axitour at the first request of Axitour in the manner indicated in article 3:239 DCC as additional security for the fulfilment of his obligations to Axitour by whatever virtue.
- 7.4 If purchaser fails to fulfil one or more obligations or if Axitour has good reason to fear that purchaser will fail to do so, Axitour is entitled to reclaim possession of the purchased item delivered under retention of title at the expense of purchaser. For this purpose, purchaser will give his full cooperation. Purchaser in advance waives all possible rights of retention with regard to the purchased item and shall not attach the purchased item. After the purchased item has been taken back purchaser shall be credited for the market value, which shall in no event exceed the original purchase price, less the costs associated with the recovery and other damage suffered by Axitour.

8. Conformity, inspection and complaints

- 8.1 Except insofar purchaser can derive other rights from a manufacturer's guarantee on the purchased item, the regulation below applies with regard to conformity, inspection and complaints.
- 8.2 Axitour exclusively guarantees that the purchased item is suitable for normal use such as indicated in the product description or user manual. Axitour does not guarantee that the purchased item is suitable for special use, unless purchaser has informed Axitour before or upon concluding the purchase agreement about the intended special use and Axitour has guaranteed in writing that the purchased item is also suitable for this special use.
- 8.3 Purchaser is obliged to carefully inspect the purchased item immediately upon delivery or cause it to be inspected to determine whether the purchased item in all respect conforms to the purchase agreement.
- 8.4 Complaints with regard to visible defects should immediately be reported to Axitour and be confirmed within 24 hours in writing specifically stating the nature of the defect. Complaints with regard to invisible defects should be reported to Axitour in writing specifically stating the nature of the defects within 2 days after the defects are discovered or could reasonably have been discovered, but no later than six months after delivery. If the specified time limit for lodging complaints is exceeded purchaser can no longer invoke that the purchased item does not conform to the purchase agreement.
- 8.5 Complaints with regard to slight deviations that are customary in the sector or technically unavoidable are inadmissible. Also inadmissible are complaints that are wholly or partially the consequence of: inaccurate, incorrect or incompetent use; any other use than normal; use contrary to the documentation; external causes; changes or additions made to the purchased item by or on behalf of purchaser.

- 8.6 Purchaser will give all cooperation necessary to the investigation of the complaint. If purchaser does not give cooperation or if an investigation is otherwise not or no longer possible, his complaint is inadmissible.
- 8.7 If purchaser's complaint, also in view of the contents of this clause, is admissible, Axitour shall after consulting with purchaser ensure one of the following remedies; delivery of what is missing; recovery of the purchased item; replacement of the purchased item by another similar, but not necessarily identical item; adjustment of the price. Axitour shall not have any other obligation or liability. For full or partial termination of the purchase agreement, including reduction of the price, approval of Axitour is required.
- 8.8 Purchaser is at all times obliged to preserve the purchased item as a prudent debtor. Purchaser is not free to return the purchased item unless Axitour has agreed to this in writing. If Axitour in case of return proceeds to store the purchased item, this is at the expense and risk of purchaser. At no time shall this storage be interpreted as an approval or acceptance for return of the purchased item.
- 8.9 If purchaser does not observe the regulation referred to in this clause and Axitour nevertheless handles a complaint, Axitour's efforts must be construed as leniency without acceptance of any obligation or liability.
- 8.10 Any legal action must be taken within 1 year after timely notification of a complaint subject to forfeiture of all rights.

9. Suspension, termination

- 9.1 Without prejudice to other rights that can be relied on under the law, the purchase agreement or the conditions of sale, Axitour is entitled, without any notice of default or judicial intervention being required, to wholly or partially suspend or terminate the purchase agreement by means of a written notification to purchaser, if: (a) purchaser fails to observe its obligations arising from the purchase agreement or the conditions of sale properly or in good time; and/or (b) Axitour has valid grounds to fear that purchaser will fail in the performance of one or several of its obligations; and/or (c) purchaser is declared bankrupt; his bankruptcy is petitioned, purchaser has requested or is granted suspension of payments or provisional suspension of payments, a statutory debt management scheme is requested or declared applicable to purchaser, purchaser's company is liquidated or executory attachment has been levied on purchaser's property, or prejudgement attachment that has not been lifted within one month after the date of attachment.
- 9.2 Should purchaser's default arise after a notice of default has been given in accordance with the law, the purchase agreement and the conditions of sale, Axitour will not, as referred to under (a), commence with whole or partial termination of the purchase agreement until it has sent purchaser a written notice of default which includes a reasonable period for fulfilment and that fulfilment has not taken place within the stipulated period.
- 9.3 In the event of whole or partial termination of the purchase agreement by Axitour, it is not obliged to pay any compensation and all its claims against purchaser will become immediately due and payable in full.

10. Force majeure

- 10.1 For the purpose of these conditions force majeure ("non-attributable non-fulfilment") is understood to be all circumstances that cannot be attributed to Axitour subjectively that make it impossible or too impractical for Axitour to fulfil or to continue to fulfil its obligations or a part thereof, including - but explicitly not limited to - force majeure and/or breach of contract ("attributable non-fulfilment") and/or unlawful acting on the part of third parties involved in the performance of the purchase agreement, abnormal weather conditions, frost, storm damage and other damage, strikes, transport problems, fire and theft caused by forces of nature.

- 10.2 In the event of force majeure, Axitour is entitled to wholly or partially suspend fulfilment of its obligations, and purchaser may no longer claim fulfilment or compensation of damage.
- 10.3 Should the force majeure period last longer than two months, each party is entitled to wholly or partially terminate the purchase agreement without being obliged to pay compensation, on the understanding that should Axitour partially fulfil its obligation before or after the force majeure takes effect, it will always be entitled to a pro rata amount of the purchase price.
- 10.4 Axitour may also invoke force majeure in the event such force majeure occurs after Axitour should have fulfilled its obligations.

11. Liability and indemnification

- 11.1 Without prejudice to what is provided in the above clauses, the following regulation applies in respect of Axitour's liability for damages suffered by purchaser and/or third parties and in respect of Axitour's indemnification by purchaser.
- 11.2 The total liability of Axitour for whatever reason is limited to the net amount of invoice of the purchased item, in other words the price excluding VAT, other taxes and levies, and possible transport costs and other costs.
- 11.3 Axitour is never liable for any consequential loss, trading loss, interruption of business operations, lost profits, lost savings, damage as a result of claims by customers of purchaser, loss of customers, diminished goodwill and reputational damage.
- 11.4 Without prejudice to what is provided in previous paragraphs of this clause, it applies that if Axitour acquired the purchased item from a third party, Axitour is not further liable to purchaser than this third party is liable to Axitour.
- 11.5 Axitour is not liable for shortcomings of third parties that were engaged in the performance of the purchase agreement by Axitour.
- 11.6 Insofar fulfilment by Axitour is not permanently impossible, Axitour's liability due to an attributable shortcoming in the fulfilment of an obligation arises solely if purchaser has immediately declared Axitour to be in default in writing specifically stating the nature of the shortcoming and thereby has set a reasonable period to remedy the shortcoming and Axitour still fails culpably to fulfil its obligation after that reasonable period has lapsed.
- 11.7 Condition for any right to compensation is always that purchaser reports the damage to Axitour in writing immediately, but no later than 14 days after purchaser became aware of the damage or should reasonably have become aware thereof.
- 11.8 Any legal action must be taken within 1 year after timely notification of the damage subject to forfeiture of all rights.
- 11.9 Purchaser shall indemnify Axitour against any form of liability towards third parties with regard to the purchased item. Purchaser shall reimburse Axitour for all reasonable costs of defence against claims of third parties.
- 11.10 Axitour shall not invoke a limitation of its liability and purchaser shall not be obliged to indemnify Axitour, insofar as the damage is a direct consequence of intent or wilful recklessness of Axitour or the employees that are part of its management.
- 11.11 The above regulation does not apply insofar as provisions of mandatory law dictate otherwise.

12. Applicable law and competent court

- 12.1 The legal relationship between the parties will be governed by Dutch law.
- 12.2 Except insofar as the provisions of mandatory law dictate otherwise, all disputes arising between the parties in connection with or in relation to a purchase agreement or conditions of sale will, in the first instance, exclusively be settled by the Rotterdam District Court, without prejudice to Axitour's right to bring a dispute before any other competent court.