

Terms and Conditions

Coolworld Nederland B.V. October 2022

Article 1: Definitions

- 1.1 User Documentation: all documents and oral and/or written instructions provided to the Renter by the Rental Company with regard to the Rented Item.
- 1.2 Renter: the natural person(s) or the legal entity/entities with whom the Rental Company has entered into a rental agreement or is currently negotiating with to that end.
- 1.3 Agreement: the written rental agreement based on which the Rental Company rents out or will rent out the Rented Item to the Renter, including but not limited to transport, installation, assembly, remote monitoring, scheduled maintenance and breakdown response for the Rented Item, providing advice regarding the Rented Item which is inherent in the Rental Company's business operations as well as any other additional services.
- 1.4 Written/In Writing: by letter or electronic message.
- 1.5 Rented Item: that which is or will be rented out to the Renter by the Rental Company.
- 1.6 Rental Company: the private company with limited liability **Coolworld Nederland B.V.**

Article 2: Applicability

- 2.1 These general terms and conditions apply to and form part of all requests for a quotation made by the Renter, to all offers and quotations submitted by the Rental Company, and to all Agreements concluded and to be concluded by the Renter with the Rental Company.
- 2.2 Stipulations varying from these terms and conditions or that supplement them apply only on a case-by-case basis and are only binding if they have been agreed In Writing between the Rental Company and the Renter.
- 2.3 The applicability of any terms and conditions used by the Renter is explicitly rejected, unless the Rental Company has explicitly accepted them In Writing either wholly or partially.
- 2.4 The following order of priority applies if parts of the Agreement and/or of the corresponding annex(es) are conflicting: firstly the Agreement, secondly the annex(es) and thirdly the general terms and conditions.
- 2.5 Personal data is processed in the performance of the Rental Company's work. The Rental Company's Privacy Statement applies to the processing of personal data (<https://www.coolworld-rentals.com/nl/privacybeleid>)
- 2.6 If translations of these general terms and conditions have been published, the version in Dutch prevails over the version(s) in another language.
- 2.7 The Rental Company is entitled to make changes to the general terms and conditions unilaterally, which changed general terms and conditions will apply from the notified date, and after the changed general terms and conditions have been sent to the Renter.

Article 3: Formation of the agreement and its early termination

- 3.1 All offers and quotations of the Rental Company, made in any way whatsoever, are without any obligation, even if they include a period for acceptance. They may be revoked by the Rental Company at all times, even immediately after the Renter has accepted an offer and/or quotation.
- 3.2 An Agreement is only formed between the Rental Company and the Renter after the Rental Company has received the offer signed by the Renter, and subject to availability of the equipment at that time for the desired rental period. If no equipment is available at that time, an Agreement is explicitly not formed.
- 3.3 The Renter is entitled to terminate an Agreement early that was entered into for a definite period. If the Renter does so, the Renter is obliged to pay the Rental Company compensation based on the following percentages:
 - a. if the remaining term amounts to more than 50% (fifty percent) of the original contract term: 50% (fifty percent) of the remaining rent instalments;
 - b. if the remaining term amounts to between 25% (twenty-five percent) and 50% (fifty percent) of the original contract term: 60% (sixty percent) of the remaining rent instalments;
 - c. if the remaining term amounts to between 10% (ten percent) and 25% (twenty-five percent) of the original contract term: 70% (seventy percent) of the remaining rent instalments;

- d. if the remaining term amounts to no more than 10% (ten percent) of the original contract term: 85% (eighty-five percent) of the remaining rent instalments.
- 3.4 Commitments by and arrangements with employees or representatives of the Rental Company are only binding on the Rental Company towards the Renter if and to the extent that these commitments and/or arrangements have been ratified or confirmed by the Rental Company to the Renter In Writing.
 - 3.5 All legal or other acts and actions performed by an officer or employee of the Renter within the context of the formation, performance and amendment of an Agreement between the Rental Company and the Renter are deemed to have been duly performed on behalf of the Renter and are binding on the Renter. The Renter cannot rely towards the Rental Company upon the lack of authority to represent or bind the Renter in a legally valid manner with respect to these acts or actions.

Article 4: Delivery and other deliverables

- 4.1 The periods agreed on by the Rental Company in the context of an Agreement can never be considered to be strict deadlines. If the agreed period is exceeded, this does not in any event give a right to compensation or termination, except in case of wilful misconduct or gross negligence on the Rental Company's part.
- 4.2 Unless otherwise agreed In Writing, the Rented Item is rented out and delivered from the Rental Company's warehouse.
- 4.3 The Rental Company may deliver the Rented Item at the Renter's request and, after termination of the Agreement, collect it. In that case, the Renter will ensure that the Rented Item can be delivered and collected unhindered. The Renter is allowed to inspect the Rented Item before the date of transport. Transport costs are payable by the Renter in accordance with Article 5.1.
- 4.4 If the Renter arranges transport of the Rented Item, the Renter will ensure that the Rented Item is adequately insured during transport from the time of loading to the time of discharging or unloading in the amount of at least the Rented Item's replacement value.
- 4.5 The Renter can only move or transport the Rented Item, or have it moved or transported, with the Rental Company's prior Written consent. If the Rented Item is transported by the Renter or by a third party on the Renter's instructions, this is done fully at the Renter's risk and expense.
- 4.6 The Rental Company is authorised to deliver in consignments or perform in parts at its own choice and discretion, as well as to invoice in instalments.
- 4.7 The rental period starts and ends as agreed In Writing. If the Rented Item is not collected or cannot be delivered on the agreed date for any reason whatsoever, the Renter nevertheless owes the rent for the Rented Item from the agreed effective date of the rental period. If the Rented Item is returned to the Rental Company before the date of termination of the Agreement stated in the Agreement, the Renter remains obliged to pay the rent for the full remaining rental period.
- 4.8 If the Rented Item is taken delivery of by the Renter on a date other than the agreed date or if the Rented Item is returned by the Renter to the Rental Company on a date other than the agreed date, the Renter is liable towards the Rental Company for all resulting costs.
- 4.9 If, after the end of the agreed rental period, the rental period is extended with the Rental Company's consent, the rent is calculated and paid on the basis of the previous rent, and all provisions of the Agreement including the terms and conditions remain in effect.
- 4.10 The Rental Company is not in any case obliged to extend the rental period at the Renter's request.

Article 5: Prices

- 5.1 The prices listed in the Rental Company's quotation and/or Agreement are in euros and are exclusive of VAT, taxes, environmental surcharge, levies, insurance policies to be taken out by the Renter and extraordinary costs and expenses, unless explicitly stated otherwise. The Rental Company's prices apply to the scope of delivery and deliverables stated in the quotation and/or Agreement. Additional work, as well as special deliverables, including but not limited to: assembly, disassembly, cleaning costs and transport costs, are calculated separately at the rates applied by the Rental Company at that time.

- 5.2 If a change occurs in price-determining factors after the Rental Company has submitted its quotation or after an Agreement has been formed, the Rental Company is entitled at all times to adjust the rent accordingly.
- 5.3 Costs of additions and/or changes to the Agreement are payable by the Renter.
- 5.4 In case of Agreements with a term of more than 6 (six) months, where a turn of the year falls within the term of the Agreement, prices will be increased annually on 1 January by a percentage that is equivalent to the consumer price index (CPI) of the month of October of the year prior to the price increase implemented on 1 January.

Article 6: Payment

- 6.1 The Rental Company is entitled to request payment of a security deposit from the Renter at any time prior to or during the rental period. In case of a security deposit prior to the rental period, this security deposit must have been paid no later than 7 (seven) days prior to the effective date of the rental period.
- 6.2 The Rental Company pays back the security deposit to the Renter at the time that the Renter has paid all amounts owed by them. The Rental Company is entitled to set off the security deposit against unpaid invoices or other amounts owed by the Renter to the Rental Company.
- 6.3 The Rental Company establishes the security deposit in proportion to the rental period and the value of the Rented Item.
- 6.4 If the Renter does not pay the security deposit in good time, the Rental Company is entitled, at its own discretion, to suspend the performance of the Agreement or to terminate the Agreement unilaterally, without any liability for compensation of the Rental Company.
- 6.5 Unless otherwise agreed In Writing, the Renter is obliged to pay all invoices without discount, compensation or setoff within 14 (fourteen) days after the invoice date by means of a transfer into the bank account specified by the Rental Company. The date of payment is the date on which the amount has been credited to the bank account specified by the Rental Company.
- 6.6 If the payment term is exceeded, the Renter is in default by operation of law (i.e. without any demand or notice of default being required).
- 6.7 From the time that the Renter is in default, the Renter owes statutory commercial interest plus 2% (two percent) a month. A part of a month is considered to be a full month.
- 6.8 If the Renter has failed to fulfil their obligations or is in default in terms of the fulfilment or fulfilment in good time of one or more of their obligations, the Renter is obliged to compensate the Rental Company for all extrajudicial costs resulting from this. The extrajudicial costs are set at a minimum of 15% (fifteen percent) of the total rent, subject to a minimum of €250 (two hundred and fifty euros), without prejudice to the Rental Company's right to compensation of the full and actual court costs and extrajudicial costs incurred. The above costs are due from the time when the Rental Company demands In Writing that the Renter fulfil their obligations.
- 6.9 Payments made by the Renter are first used to reduce all outstanding costs, then to pay the outstanding interest, and subsequently to pay invoices due and payable that have been outstanding for the longest period of time, even if the Renter states that the payment relates to something else.
- 6.10 The Renter is not entitled to use the Rented Item during the Renter's default. The Rental Company is entitled to take appropriate measures to this end.
- 6.11 If the Rental Company is forced to terminate the Agreement as a result of the Renter's breach of contract, the Rental Company is entitled to charge the rent for the entire remainder of the agreed rental period.
- 6.12 If the Renter has been in default, the Rental Company is entitled to require security from the Renter for their future payment obligations of any nature whatsoever for the performance or further performance of the Agreement without stating reasons.
- 6.13 The Renter is not entitled to suspend or set off any payment obligation.
- 6.14 The Rental Company is entitled to set off anything that it owes the Renter at any time for any reason whatsoever against all that the Renter owes the Rental Company for any reason whatsoever.

Article 7: Inspection, maintenance and complaints

- 7.1 The Renter must inspect the Rented Item immediately after delivery and immediately notify the Rental Company of any defects discovered, followed by a Written confirmation, in the absence of which the Renter is deemed to have received the Rented Item in good condition and without visible defects. Taking delivery of the Rented Item means acceptance of the condition that the Rented Item is in. The Renter may be expected to have sufficient technical knowledge of the Rented Item to be able to adequately inspect the Rented Item.
- 7.2 Upon the end of the Agreement and upon termination of the use of the Rented Item, the Renter is obliged to make the Rented Item available to the Rental Company clean and in its original condition. If the Rented Item is not returned clean, the cleaning costs are charged to the Renter.
- 7.3 The Rental Company will inspect the Rented Item within 3 (three) working days after return/collection of the Rented Item. The Renter is informed In Writing if damage to the Rented Item is discovered. The Renter may inspect the Rented Item 3 (three) working days after the date of the above Written notification, in the absence of which the Rental Company's findings will be binding on the parties. The repair costs, as well as other costs arising from damage of any nature whatsoever, are charged to the Renter. This also includes costs relating to the absence of or damage to any accessories delivered by the Rental Company.
- 7.4 The Renter is obliged to strictly and fully comply with the User Documentation belonging to the Rented Item and the Service Level Agreement. If the Renter omits to do so, the Renter may never rely on a defect in the Rented Item. Correct compliance with the User Documentation and the Service Level Agreement does not in any way imply the Rental Company's liability for potential damage to the Rented Item.
- 7.5 During the rental period, the Renter is obliged to keep the Rented Item in proper and operational condition with due care and diligence at their expense.
- 7.6 In the event of a visible or invisible defect in the Rented Item, the Renter must immediately after discovery of the defect inform the Rental Company by telephone, stating the reasons, and confirm this In Writing.
- 7.7 Repairs, with the exception of repairs as a result of normal wear and tear, are payable by the Renter. The Rental Company assesses whether there is any normal wear and tear. Without the Rental Company's Written consent, the Renter is not allowed to repair or have the Rented Item repaired independently. The Rental Company has the right at all times to check the Rented Item. If the Rental Company does not exercise this right, this does not affect any of the Rental Company's rights.
- 7.8 The Renter gives the Rental Company the opportunity at all times to remedy any defects.
- 7.9 The Renter loses all of their statutory and contractual rights and powers available to them in case of a defect in the Rented Item if they have not complained within the periods stated above and in the manner stated above, and/or if they have not given the Rental Company the opportunity to remedy a defect.
- 7.10 Apart from returning the Rented Item after termination of the Agreement by operation of law, the Rented Item may only be returned after having obtained the Rental Company's Written consent.
- 7.11 Complaints of any nature whatsoever regarding the performance of the Agreement by the Rental Company never suspend the Renter's payment obligation and may only be communicated to the Rental Company In Writing.
- 7.12 If a complaint is unjustified, any associated costs are payable by the Renter.

Article 8: Force majeure

- 8.1 If the Rental Company, due to force majeure or other extraordinary circumstances, is not able to fulfil its obligations under the Agreement or to do so in good time, the Rental Company has the right to perform the Agreement as yet within a reasonable period or, if fulfilment within a reasonable period is not possible, to terminate the Agreement either wholly or partially.
- 8.2 In the event of force majeure on the Rental Company's part, the Renter is entitled to terminate the Agreement if the situation of force majeure has lasted longer than 6 (six) months.
- 8.3 The Rental Company may never be held liable to pay for costs, damage or loss or interest if it has been unable to fulfil one of the obligations vested in it as a result of force majeure.

8.4 In these general terms and conditions force majeure is understood to mean any circumstance beyond the Rental Company's control - even if this could already have been foreseen at the time of formation of the Agreement - that permanently or temporarily impedes the fulfilment of the Agreement, as well as, to the extent not included already, failure to deliver or late delivery by suppliers, illness of the Rental Company's staff and/or third parties engaged by the Rental Company, industrial action, business interruption and/or other serious interruptions in the operations, fire, leakage, theft, lack of raw materials, auxiliary materials, fuels, electricity, transport difficulties, government measures at both national and international level (including but not limited to import and export bans and import and export impediments), state of war and threat of war, pandemics, epidemics, storm, black ice, snow and similar weather conditions.

Article 9: Liability

- 9.1 The Rental Company is not liable for damage or loss, except in case of the Rental Company's wilful misconduct or gross negligence.
- 9.2 If any liability of the Rental Company has been established, the amount of the liability for compensation is always limited to the amount paid out in the relevant case by the Rental Company's insurance company. If the damage or loss is not covered by the Rental Company's insurance company, the liability for compensation is limited to the basic rent excluding VAT and excluding other costs of the relevant Agreement for the relevant year in which the damage or loss has arisen. The Rental Company's liability is in any case limited to the maximum sum of €50,000 (fifty thousand euros).
- 9.3 The Renter must limit their potential damage or loss or consequential damage or loss by performing regular checks of the Rented Item in good time, and by immediately informing the Rental Company in case of a failure or the suspicion of a failure. The frequency of the inspections depends on the value and the condition of the items that have been stored, packaged, repaired, used or produced in or using the Rented Item. The Rental Company is not liable for damage or loss that has arisen because the Renter has violated their duty of inspection, or if the Renter has not informed the Rental Company in good time about a failure or the suspicion of a failure.
- 9.4 Any potential liability of the Rental Company ceases to apply if the Renter has not notified the Rental Company by registered letter of the damage or loss no later than 7 (seven) days after they have discovered or reasonably could have discovered the damage or loss, and the Rental Company has received the notification within the above period.
- 9.5 The Renter must demonstrate the existence of the claimed damage or loss. The insurance company of the Rental Company and/or a loss adjuster on behalf of the Rental Company's insurance company must immediately and/or at their request be given the opportunity to establish and assess any damage or loss.
- 9.6 The Renter must take out and maintain adequate insurance with sufficient cover against potential risks, such as all direct and indirect damage or loss, including but not limited to the goods and equipment stored, conditioned, used, processed or produced in or using the Rented Item, consequential damage or loss as well as damage or loss that has arisen because the Rented Item cannot be used anymore.
- 9.7 The Rental Company is never liable for damage or loss caused by following the Renter's instructions or by working with items, employees and/or auxiliary persons of the Renter.
- 9.8 The Rental Company is not liable for third parties or other persons engaged by the Renter. The Renter indemnifies the Rental Company against all third-party claims regarding any damage or loss suffered or to be suffered that is related to the Agreement or the performance thereof, and the Renter will compensate the Rental Company for all damage or loss suffered by the Rental Company as a result of such claims.
- 9.9 The Rental Company is not liable for general or specific advice of any nature whatsoever, nor for advice in respect of the Rented Item. The Renter follows any advice of the Rental Company at their own risk and expense.
- 9.10 In any event, the Rental Company is never liable for direct and/or indirect damage or loss, consisting among other things of trading loss, personal injury, financial loss, consequential damage or loss or any other damage or loss that may arise directly or indirectly for the Renter and/or third parties.
- 9.11 The Rental Company cannot in any event be held liable to pay compensation if:
- the damage or loss suffered by the Renter has arisen as a result of changes that the Renter has made or work that the Renter has carried out on the Rented Item;
 - the Renter has used the Rented Item for applications

- other than those communicated to the Rental Company In Writing or if the Renter has acted in violation of Articles 7.4 or 7.5 of these general terms and conditions;
- the damage or loss suffered by the Renter is the result of improper use and/or incorrect use or other acts of the Renter, which in any event include adjustments, modifications, assembly and repair of the Rented Item;
 - the cause of the defect in the Rented Item cannot be found;
 - the Renter has not fulfilled all of their obligations towards the Rental Company (both financially and otherwise) in good time and in full.

Article 10: Third parties

- 10.1 The Rental Company has the right, without notification to and explicit permission from the Renter, to have the Agreement performed by third parties either wholly or partially, or to make items of third parties available to the Renter for the performance of the Agreement. The Rental Company is not liable for shortcomings of these third parties or their items, except in case of the Rental Company's wilful misconduct or gross negligence.
- 10.2 The applicability of Sections 7:404, 7:407 and 7:409 of the Dutch Civil Code is explicitly excluded.
- 10.3 If these third parties have limited their liability in respect of the Rental Company, this limitation also applies in respect of the Rental Company's liability towards the Renter.

Article 11: Ownership right

The conclusion of an Agreement does not in any way lead to a transfer of ownership of the Rented Item. The Renter is not authorised to dispose of, sublet, pledge or otherwise encumber the Rented Item. If the Renter still does so, they are obliged to compensate all damage or loss to be suffered and costs to be incurred by the Rental Company and/or any third parties as a result of this.

Article 12: Third-party clause

- 12.1 The Renter declares that they are familiar with, and to the extent necessary that they consent to, the fact that the Rental Company may transfer the ownership of the Rented Item to a third party or may provide it as security.
- 12.2 Notwithstanding the existence of this Agreement, the Renter will surrender the Rented Item to this third party on the Rental Company's demand. The Renter cannot rely on any right of retention in that regard if and as soon as the third party, as owner or pledgee, demands the surrender of the Rented Item based on the Rental Company's failure to fulfil its obligations towards this third party. As a result of this demand by the third party based on the Rental Company's failure to fulfil its obligations towards this third party, the Agreement is terminated effective immediately by operation of law, without prejudice to what is provided in Article 12.3. A surrender as referred to above must take place according to the instructions given by the third party.
- 12.3 If the third party is or has become the owner of the Rented Item and the third party wishes to continue this Agreement, the Renter is obliged to conclude a rental agreement with the third party on the third party's demand for the remaining term of the Agreement and subject to identical conditions.
- 12.4 The applicability of Sections 7:226 and 7:227 of the Dutch Civil Code is explicitly excluded.
- 12.5 This third-party clause cannot be revoked by the Renter or the Rental Company.

Article 13: The Renter's obligations

- 13.1 During the term of the Agreement and during the period in which the Rented Item is in the Renter's possession, the risk of the Rented Item is at the Renter's expense. Damage to or loss of the Rented Item is at the Renter's risk and expense. This also includes damage or loss that has arisen as a result of breakdowns caused by the Renter's incorrect use of the Rented Item. If the Renter cannot use the Rented Item as a result of breakdowns, they remain obliged to pay the invoices for that relevant period in full. The Renter is obliged to indemnify the Rental Company against all third-party claims for compensation of damage or loss caused directly or indirectly by the Rented Item or the use thereof.
- 13.2 During the term of the Agreement, the Renter is not allowed to allow third parties to have the Rented Item at their disposal without the Rental Company's prior Written consent. This includes, but is not limited to, subletting the Rented Item.

- 13.3 The Renter must arrange in good time at their expense all permits, approvals and exemptions or changes thereof that are necessary for the Rented Item and/or the services to be provided. If the necessary permits, approvals and exemptions or changes thereof have not been obtained in good time or have not become irrevocable at the time of delivery of the Rented Item or performance of the services, any consequences thereof are at the Renter's risk and expense.

Article 14: Insurance and loss adjustment

- 14.1 Based on Article 13.1, the full risk of the Rented Item is for the Renter from the time of unloading the Rented Item and during the entire rental period. That means that the Renter's liability includes, but is not limited to, all damage to or loss of items that have been stored, packaged, repaired, used or produced in or using the Rented Item, all direct and indirect damage or loss caused by this and/or arising from this, including but not limited to trading loss caused by the impossibility to use the Rented Item. If the Renter organises the transport of the Rented Item himself, the transport risk is for the Renter.
- 14.2 A number of risks are covered by the Loss Adjustment, as included as an Annex to these general terms and conditions. The Loss Adjustment applies to the legal relationship between the Renter and the Rental Company, unless before the start of the rental period the Renter chooses not to use the Loss Adjustment. In the latter case, before the start of the rental period, but no later than the day on which the Rented Item is made available to the Renter, the Renter must take out insurance that adequately covers the risks included in the Loss Adjustment, and the Renter must provide the Rental Company with an insurance certificate on its demand. The Loss Adjustment only relates to the situation in which there is damage to and/or loss of the Rented Item as a result of the causes specifically included in the Loss Adjustment. Where appropriate, the Renter must pay the Rental Company a surcharge of 7.5% (seven and a half percent) a month of the gross rent.
- 14.3 With respect to risks not covered by the Loss Adjustment, the Renter is obliged to have taken out insurance for the Rented Item for the entire term of the Agreement with a reputable and reliable insurance company against all insurable risks no later than the day of delivery. The Rented Item must be insured at replacement value at a minimum. The Renter must provide the Rental Company with an insurance certificate on its demand.
- 14.4 It is the Renter's responsibility to take out professional liability insurance at their expense that covers statutory liability, including third-party damage or loss caused by the use of the Rented Item.
- 14.5 Any limitations, exclusions and excess resulting from the insurance contract between the Renter and their insurance company cannot be invoked against the Rental Company.
- 14.6 In the event of damage to the Rented Item, the Renter and their insurance company waive any recovery from the Rental Company or its insurance company.
- 14.7 The Renter hereby transfers to the Rental Company all of their rights and obligations in respect of their insurance company under their insurance contract.

Article 15: Termination and suspension

- 15.1 The Rental Company is entitled to terminate or suspend the Agreement wholly or partially with immediate effect, without further notice of default and without judicial intervention, without being obliged to pay compensation, and without prejudice to the Rental Company's right to demand performance instead of termination or suspension, and without prejudice to its rights to compensation if:
- a. the Renter does not, not in good time or not properly fulfil any obligation under the Agreement;
 - b. after formation of the Agreement, the Rental Company learns of circumstances that give it good reason to fear that the Renter will not be able to fulfil their obligations under the Agreement;
 - c. the Renter applies for or is granted a suspension of payments;
 - d. bankruptcy has been petitioned for or a winding-up petition has been filed in respect of the Renter or if the Renter has been declared bankrupt or put into liquidation;
 - e. the Renter applies for the granting of statutory debt adjustment under the Dutch Debt Restructuring (Natural Persons) Act or if the Renter is granted statutory debt adjustment under the Dutch Debt Restructuring (Natural Persons) Act;
 - f. a substantial part of the Renter's assets is attached.
- If the Rental Company terminates or suspends the Agreement under this Article 15.1, this means that every claim of the Rental Company against the Renter is immediately due and payable. All costs in connection with the suspension or termination of the Agreement are payable by the Renter.
- 15.2 If the Rental Company fails attributable to fulfil its obligations, the Renter must give the Rental Company Written notice of default and allow the Rental Company a reasonable period to as yet fulfil the Agreement. The Rental Company may subsequently, at its discretion, either deliver the correct performance as yet or (if applicable) proceed with repayment of a sum equivalent to the performance not yet delivered, on simultaneous termination of the Agreement, without this leading to any liability for compensation on the Rental Company's part.
- 15.3 The Rental Company is never obliged to pay compensation in case of suspension or termination of the Agreement. The above does not affect the other rights to which the Rental Company is entitled. Articles 6.11 and 6.12 apply by analogy.

Article 16: Applicable law and dispute resolution

- 16.1 Dutch law applies to all of the Rental Company's quotations and Agreements.
- 16.2 All disputes that may arise between the parties are submitted to the Court of Gelderland, Arnhem location, without prejudice to the Rental Company's right to institute proceedings before the court that has jurisdiction according to the law.
- 16.3 The parties may also agree on another form of dispute resolution.
- 16.4 All costs that the Rental Company has incurred in connection with these proceedings are payable by the Renter if the legal proceedings are decided in the Rental Company's favour.