



AERTSSEN KRANEN NV GENERAL RENTAL ACE - SYSTEM TERMS & CONDITIONS

(version 01/07/2022)

Definitions:

In these Aertssen Kranen General Rental ACE - System Terms & Conditions, hereinafter referred to as "General ACE Terms & Conditions", the terms and expressions used below have the following meaning:

- **Agreement:** the Contract between the Parties which sets out the duration, Price, and details of the rental of the Equipment and assistance of Operational Staff in the Contractual Documents.
- **Contractual Documents:** the documents as stipulated in Article 1.2 of the General ACE Terms & Conditions which govern the Agreement between the Parties.
- **Day report:** daily timesheet, a document prepared by the Lessor listing the operated hours and Equipment used in a given day/period and which serves as the basis for invoicing the services rendered.
- **Depot:** place or building where the Equipment is stored. Usually this is the registered office in Laageind, Stabroek, Belgium, unless stated otherwise.
- **Equipment:** the material, as defined in the Agreement and/or Order Confirmation and/or Quotation, rented to the Lessee by the Lessor, as well as the rented Equipment following an amendment to the Agreement. Are considered as Equipment: de conductor stringing protection system ("ACE - System") and the crane on which the ACE-System will be adjusted.
- **Lessee:** the Client, the natural or legal person to whom the Lessor rents the Equipment.
- **Lessor:** Aertssen Kranen NV.
- **Operational Staff:** the personnel assigned by Aertssen Kranen responsible for carrying out the following Services: the assembly, operation and dismantling of the Equipment at the Site and the occasional transport of the Equipment.
- **Order Confirmation:** the document, issued by Aertssen Kranen, by which Aertssen Kranen confirms the acceptance of Aertssen Kranen's Quotation by the Lessee.
- **Parties:** The Lessor and the Lessee jointly.
- **Price:** the Price for the rental of the Equipment and Operational Staff, as agreed in the Quotation/Order Confirmation and/or Agreement.
- **Quotation:** the document, issued by Aertssen Kranen, containing the specific Terms & Conditions of the rental of the Equipment and the Operational Staff.
- **Rental:** the use of Equipment belonging to the Lessor in exchange for a fee.
- **Services:** the services that the Lessor performs for the Lessee, as defined i.e., in the Agreement and/or Order Confirmation and/or Quotation.
- **Site:** the location(s) where the Lessee carries out works for which it wishes to use the Equipment, specified by the Lessee when applying for a Quotation.
- **Work:** The services carried out by the Lessee by means of or using the Equipment, included herein any improper use of the Equipment.

Article 1. Applicability General ACE Terms & Conditions

1.1 Applicability

These General ACE Terms & Conditions apply when an ACE - System is rented. Without exception, the ACE - System is always rented with the use of a crane and Operational Staff.

1.2 Contractual Documents

These General ACE Terms & Conditions constitute a Contractual Document and therefore apply to the conclusion, the content, the implementation, and the termination of the Agreement between the Parties, as well as to all other legal acts and legal relationships between the Parties relating to the subject matter of the Agreement.

1.3 Order of Contractual Documents

Except for deviating or additional Terms & Conditions accepted in writing by both Parties, the relationship between the Parties is governed by the following Contractual Documents:

- the by Aertssen issued and signed Agreement,
- the Order Confirmation and its attachments, if any,
- the Quotation(s) and its attachments, if any,
- the General ACE Terms & Conditions.

In the above enumeration, the Contractual Documents are listed hierarchically in order of importance, whereby the first mentioned Contractual Document prevails over the Contractual Documents subsequently mentioned. The Contractual Documents are interpreted in relation to each other.

If a Contractual Document is not used in the contractual relationship between the Parties, the next named Contractual Document is deemed to take precedence over this Contractual Document.

In the event of conflict with the Contractual Documents, the Contractual Documents take precedence over the General ACE Terms & Conditions.

The Agreement, or in absence thereof the Order Confirmation, or in the absence thereof, the Quotation with attachments together with these General ACE Terms & Conditions form the whole of the Agreement between Aertssen Kranen and the Lessee.

1.4 Rights or Defence

The non-exercise by Aertssen Kranen of any right or defence granted to it in the General ACE Terms & Conditions can never be interpreted as a waiver of Aertssen Kranen's right or defence.

1.5 Alternative arrangements

It is only possible to derogate from these General ACE Terms & Conditions if and inasmuch as this is agreed explicitly and in writing between the Parties. The Agreement or Order Confirmation or Quotation between the Parties laid down in the Contractual Documents replaces any written or oral contract or Agreement between the Parties.

1.6 Other Terms & Conditions

These General ACE Terms & Conditions are deemed to have been fully accepted by the Lessee. Acceptance of these General ACE Terms & Conditions also implies that the Lessee renounces the application of its own conditions. If Aertssen Kranen were to accept any general conditions of the Lessee, which is only possible if this acceptance is explicit and not via a pre-printed clause on any document or e-mail

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(footer), or a specific agreement with the Lessee, these General ACE Terms & Conditions supplement the Lessee's terms and conditions or the specific agreement where these general terms and conditions provide for provisions that are less specific or not included in the Lessee's terms and conditions or the specific agreement, even if they explicitly state that the General ACE Terms & Conditions would not apply.

The acceptance of an order confirmation by the Lessee never implies an acceptance of any general terms and conditions of the Lessee.

Article 2. Agreement

2.1 Quotation

Every Quotation is based on a performance under normal circumstances and during normal working hours, unless explicitly stated otherwise. Each Quotation relates exclusively to the provision of services, and the scope thereof, as stated in the Quotation.

The Quotation does not include any compensation for additional work and/or additional costs, unless explicitly stated otherwise.

Quotations issued by Aertssen Kranen are subject only to the availability of the necessary personnel and/or Equipment.

2.2 Validity

Quotations issued by Aertssen Kranen are valid for one (1) month unless otherwise stated on the Quotation.

2.3 Conclusion of Agreement

An assignment only constitutes the Agreement after a written integral acceptance by Aertssen Kranen or by the performance of the Services. The information provided by the Lessee to Aertssen Kranen will be deemed to be useful, correct, and complete.

An amendment and/or addition to the Agreement shall only have effect in so far as Aertssen Kranen has confirmed this in writing.

2.4 Guarantee/advance

Aertssen Kranen may at any time request payment guarantees and / or advance payments and suspend the execution of the Agreement until those guarantees and / or advance payments have been given, without this giving rise to any form of compensation for the Lessee. The amount of the guarantee and / or advance payment can be indicated in the Quotation. If circumstances arise later that justify a change in the guarantee and / or advance payment, Aertssen Kranen is entitled to adjust the amount of the advance payment and / or guarantee, without additional motivation.

2.5 Publicity

Aertssen Kranen is always entitled to take photos, videos, films and visual material of its work delivered for the Lessee and to use and distribute them for publicity purposes, as well as to refer to the Lessee, unless this is explicitly excluded in writing by the Lessee.

Article 3. Object of Rental

3.1 Equipment

The Lessor rents the Equipment to the Lessee as described in the Quotation and/or Order Confirmation. The rental of the Equipment always takes place with the use of a crane and Operational Staff.

3.2 Advice

The Lessee acknowledges and accepts that possible advice on this point or any other contribution of whatever nature from the Lessor is provided without recognition of responsibility. Such advice in no way detracts from the Lessee's exclusive liability.

Article 4. Equipment

4.1 Choice of Equipment

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The choice of Equipment is based on the information that the Lessee provides to the Lessor. The Lessee is solely responsible for the choice of the Equipment and for the suitability of the Equipment for its purpose.

4.2 Necessary preparations

In all instances, the Lessee must ensure the following, among other things:

- obtain the mandatory safety regulations.
- obtain the administrative obligations of whatever nature, which includes environmental licences, all the permits required for the assembly, use, operation and dismantling of the Equipment. When the works take place on public domain (roads, parking lots, etc) the Lessor can only start the works if a valid permit is presented to the Lessor and the necessary road signalling is in place accordingly.
- the suitability of the Site, and particularly for:
 - the responsibility for a KLIP and/or KLIM application, further communication and making the plans available to the Lessor.
 - checking for underground wells and/or pipes or (height) obstructions. If they exist, this must be confirmed in writing by the Lessee to the Lessor in good time and the Lessee is obliged to report high-voltage power lines.
 - creating a suitable access road to the Site where the Equipment is installed.
 - creating enough space for setting up the Equipment so that the work can be carried out in a safe and smooth manner.
 - the permission, the establishment and enforcement during the rental term of all necessary traffic diversions, road signalling, the demarcation of the unloading, working, and loading areas, and parking prohibitions.
 - The presence of the necessary Equipment and the required safety facilities.
- the swift transfer of all the correct useful data to allow the Lessor to carry out the Work in compliance and, where appropriate, generate the lifting sketch, lifting plan and lifting project.
- the review, approval, signing and return of the lifting sketch, lifting plan and lifting project.
- granting all the guarantees in favour of third parties because of the implementation of the Agreement.
- the timely procurement and enforcement of all the necessary permits for the transport of the Equipment if the latter is supplied to the Lessee by making it available at the Lessor's premises or Depots.
- timely provide the Lessor with correct and sufficient information on all the specific characteristics, properties and requirements of the Load, Work, and the Site.

If the Equipment is supplied to the Lessee by making it available at the Lessor's premises or Depots, the Lessee itself must also prepare beforehand the procedures, the material and perform all the work necessary for the transport of the Equipment.

The Lessee specifically assumes the responsibility to make all requests regarding the suitability of the subsoil in time, under his own responsibility, and to provide this information to the Lessor. The suitability of the subsoil includes (all plans in connection with) the location of cables, pipes (including the KLIP and/or KLIM request) and if useful and/or necessary to carry out the necessary probes.

The Lessor accepts no liability whatsoever for the consequences of the absence of this information. If the Lessor does not receive any plans and/or information from the Lessee, the Lessor is entitled to assume

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that no application(s) had to be made and/or that no matters stood in the way of the suitability of the Site.

The Lessee shall indemnify and hold harmless the Lessor for any claim and/or damage, in the broadest sense of the word, to which the Lessor is held by third parties due to a breach of these provisions.

Article 5. Permits

The Lessee must guarantee to obtain all permits in accordance with Article 4.2 of these General ACE Terms & Conditions. However, if the Lessee requests the Lessor to apply for permits in its name and at its expense for works that take place on public property (roadway, parking, etc.), this service is a best-efforts commitment. If the permit is not granted or if the issuance of the permit is delayed, the Lessor will not be liable for any damage to the Lessee.

Where appropriate, this delay in delivery of the permits shall not result in a suspension and/or modification of the agreed rental period, nor shall the Lessor waive the rental fee and/or stand-by charges for the rented Equipment during this period of delay.

Article 6. Supply of Equipment - by the Lessor

6.1 Time and location of the supply of the Equipment

The Equipment shall be supplied to the Site, unless otherwise agreed in the Contractual Documents. The Equipment shall be supplied at the time stipulated in the Quotation and/or Order Confirmation.

The Lessee must ensure that its representative is present to receive the Equipment at the location and time agreed for the delivery.

In the event of a delay on the part of the Lessee, the Lessor is entitled to recover in full of the Lessee all ancillary costs, such as the costs of additional preparatory acts, which will then be carried out at the Lessee's risk, as well as compensation for immobilisation of the Equipment and personnel and for the disruption of the planning. This list is not exhaustive. The Lessee who fails to take delivery of the Equipment shall nevertheless remain bound by the Agreement.

If no representative of the Lessee is present to receive the Equipment and the Lessee has indicated that the Lessor is already required or permitted to set up the Equipment or should or may start up the Work, the responsibility thereof shall be borne exclusively by the Lessee.

If there is no representative present and the Lessee has not informed the Lessor, the Lessor has the choice either to refuse to deliver the Equipment and to charge the Lessee for any additional costs arising therefrom or to leave the Equipment at the Lessee's risk and expense, assuming that the Equipment has been left in perfect condition.

The risk in respect of the Equipment is deemed to have passed to the Lessee at the time when it was made available or at the time when it was unloaded at the agreed location.

Delivery periods are not guaranteed by the Lessor, unless agreed otherwise in advance and in writing. The mere statement by the Lessee of a delivery period does not bind the Lessor.

6.2 Site Requirements

The Lessee is solely responsible for the unimpeded access of the Equipment to the Site.

It is the exclusive responsibility of the Lessee to ensure that the Site is safely accessible and passable with vehicles for the Equipment and the complementary (transport) equipment. The subsoil should be sufficiently firm and stable to enable the transport, the safe installation, and the use of the Equipment. If the above requirements are not met, the Lessor is entitled to suspend the delivery and possible installation of the Equipment until such requirements are fulfilled.

The costs generated by the inaccessibility or impassability at the time of delivering the Equipment to the Site shall be recovered from the Lessee. This time is counted in the determination of the rental term and the Lessor will be entitled to claim in full of the Lessee any additional

costs resulting from this delay, such as (non-exhaustive list) the costs for additional preparatory works as well as the damages for immobilisation of Equipment and staff, for loss of profit and for disturbing the planning.

The Lessee expressly acknowledges that the Lessor is not bound to perform a prior examination of the state of the Site. The supply, installation and use of the Equipment or commencement of the Work by Operational Staff does not constitute acceptance of the condition of the Site.

Article 7. Good Condition of Equipment

Upon its arrival at the Site, the Equipment is in good condition and is free of any defects in accordance with the Contractual Documents and applicable Belgian laws and regulations, is fully operational and is suitable for immediate use.

Article 8. Preservation and use of Equipment

8.1 Custodian

The Lessee is regarded as the custodian of the Equipment from the time that the Equipment is made available. This is either when the Lessee collects the Equipment from the Lessor's Depot or the place where the Equipment is made available or when the Equipment is delivered to the Site.

The Equipment may not be removed from the Site or from the place where the Lessor has brought it. The Lessee undertakes to use the Equipment and to allow it to be used only for the purpose for which it is normally intended. The Lessee will at least use the Equipment and allow it to be used with due diligence.

The Lessee will store and guard the Equipment with due care. This means, among other things, that the Lessee must ensure sufficient protection and store the Equipment in adequately secured premises. The Lessee will closely monitor the condition and operational state of the Equipment and inform the Lessor immediately in the event of any problem.

8.2 VCA

The work must be carried out in accordance with the basic safety instructions under VCA standards. The Lessee guarantees compliance with all applicable laws and regulations relating to the Equipment and the execution of the Work.

8.3 Interruption of the use of Equipment

The Lessor always has the right to interrupt and prohibit the assembly or use of the Equipment due to a situation of Force Majeure and/or unforeseen circumstances which impede its safe and proper use.

8.4 Marks

The Lessee expressly refrains from any action because of which the (advertising) texts, images and marks affixed by the Lessor to the Equipment are removed, not made visible or concealed. The Lessee is not permitted to affix (advertising) texts, images, names, or marks to the Equipment without the prior written consent of the Lessor.

Article 9. Ownership Equipment

The Equipment remains the property of the Lessor.

The Lessee is prohibited from subletting, lending, pledging, embezzling, manipulating, or handing over the Equipment to third parties under whatever conditions. It is also forbidden to move the Equipment to a location other than that stipulated in the Agreement.

The Lessee shall warrant the Lessor against all precautionary claims on the Equipment by third parties, its creditors, as well as against all precautionary and executive measures by third parties on the Equipment. The Lessee shall notify the Lessor immediately in writing of any precautionary claim and conservatory or executive measures by third parties on the Equipment. The Lessee shall in such cases also

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inform the third-party making the substantive claims or proceeding to seize the Equipment of the fact that the Equipment is owned by the Lessor.

Article 10. Return and Check of the Equipment

10.1 Return

The Lessee is obliged to compensate the Lessor for any damage to the Equipment that is not caused by normal use or normal wear and tear, and for all damages not attributable to the Lessor.

The Operational Staff shall report the differences in the state and condition of the Equipment compared to when it was delivered on the Site.

10.2 Check of Equipment

Rented Equipment will be checked on the Lessor's premises after return. The mere taking of the rented Equipment by (the carrier of) the Lessor or (the carrier of) the third-party Lessor cannot be regarded as such an inspection.

10.3 Determination of Damage

In the event of damage being determined, the Lessee will be informed of this and will be offered the opportunity to attend a contradictory expertise. If the Lessee wishes to be present at the inspection, he must indicate this when entering into the Agreement, so that an appointment can be made for the time of the inspection (within 24 hours after return).

Article 11. Damage, breakdown, and repairs

11.1 Obligation to report damage

The Lessee shall carefully monitor the state and the operational condition of the Equipment and immediately notify the Lessor in this respect in case of a problem, defect, malfunction, breakdown or accident.

This notification must be followed within forty-eight (48) hours by a written confirmation by fax or e-mail, accompanied by a detailed description of the problem, defect, malfunction, damage, or abnormality.

11.2 Repairs and regular maintenance

The Lessee is expressly forbidden to perform or have performed any repairs on the Equipment, unless approved beforehand in writing by the Lessor. Should the Lessee, in violation of this provision, nonetheless perform or have performed repairs, it shall be solely responsible for the additional costs and damages caused in respect of the Lessor. If the repair has been carried out properly and correctly, yet without the Lessor's prior written authorisation, the costs of this repair shall be borne entirely by the Lessee.

All repairs on the Equipment due to failure, non-operation or damage resulting from a latent defect, normal use or normal wear and tear of the Equipment, shall be performed by the Lessor. Where appropriate the costs of the spare parts and repair shall be borne by the Lessor. The Lessor is entitled to carry out these repairs and routine maintenance during the rental period and even on the Site.

All repairs due to failure, non-operation or damage resulting from a cause other than those described in the preceding paragraph, shall be the Lessee's responsibility. These repairs, included therein relocation costs of its staff and the cost of spare parts, shall be executed by the Lessor during the rental period and even on the Site, and invoiced at the usual rate, as communicated to the Lessee prior to the repair.

11.3 Impact on the rental term and Price

The rental term shall be suspended for the time required to perform the repair due to failure, non-operation or damage resulting from a

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latent defect, the normal use or normal wear and tear of the Equipment, provided that the repair can in no way be attributed, in whole or in part, to a fault or shortcoming on the Lessee's part.

Repairs due to failure, non-operation or damage resulting from a cause other than a hidden defect, the normal use or normal wear and tear of this Equipment shall not give rise to the suspension of the rental period during the time required for these repairs.

The Lessee is not entitled to compensation due to downtime or for alteration or disruption of the planning of the work at the Site because of repairs, maintenance or any kind of testing and/or arising from any cause whatsoever. Similarly, the Lessee may not claim compensation for any consequential damage.

Only if the Equipment does not meet the agreed quality requirements, the rental will be extended by the period during which the Lessee has been unable to use the Equipment.

All the Equipment is deemed to be rented separately. Failure or stoppage of or damage to a specific Equipment that leads to any loss in productivity of any other Equipment that is fully operational, cannot lead to any reduction in the Fee for the latter Equipment or in the Service Fee for the Services which should be performed with the help of this Equipment.

Article 12. Operational Staff

12.1 Operational Staff

Because of the specific skills required to operate the Equipment, the Equipment is only supplied with qualified operational Staff.

The Operational Staff or the personnel delivering the Equipment at the Site shall follow the Lessee's instructions at the Site, to the extent that these instructions are indispensable for the correct execution of the works.

These technical and practical instructions relate exclusively to:

- planning of the works to be carried out.
- the circumstances, procedures, and work methods of the Lessee, considering the access to the location and/or facilities of the Lessee, needed to perform the works.
- the specific characteristics, properties and requirements of the Work and the Site.
- access to the locations and/or facilities of the Lessee/Lessee, necessary for the performance of the assignment,
- the use of material, facilities and/or infrastructure of the Lessee, necessary to perform the works.
- all matters concerning safety and health, for the execution of the works.

These instructions do not in the least imply any undermining of the employer's authority of the Lessor and do not in any way affect the liability of the Lessee.

12.2 Authority Personnel

The personnel of the Lessee always remain under the authority, management, supervision, and responsibility of the Lessee and can at no time be considered as an employee or appointee of the Lessor. The Lessor shall in no way be entitled to exercise any authority over the personnel of the Lessee that is normally vested in an employer.

In accordance with Article 31 (1), second and third paragraph of the Act of 24 July 1987 on temporary work, temporary agency work and the hiring out of employees for the benefit of users, the Parties acknowledge and accept that compliance by the Lessor with its obligations concerning well-being at work, as well as the instructions that would be given by the Lessor for the provision of services and/or Equipment, cannot be considered as any exercise of authority by the Lessor over the personnel that the Lessee would deploy.

12.3 Contact person

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In order to allow the Lessor to give any instructions within the framework of the provisions of the Act of 24 July 1987, the Lessee appoints a person as a contact person for the Lessor. This central contact person then takes care of the instructions to Lessors Operational Staff regarding the correct provision of services. In the event of the inaccessibility or absence of this person, the Lessee/ Lessee shall immediately inform the Lessor thereof and the Lessee shall appoint a replacement contact person.

12.4 Sanction

The Lessee shall ensure that the subcontractor it appoints designates its own responsible person on Site.

If the Lessee fails to comply with the provisions of this Article, and without prejudice to the other provisions of these General ACE Terms & Conditions, the Lessor will be entitled to pass on any damage, including but not limited to all damage, penalties, costs, losses of any nature whatsoever as a result of this non-compliance, to the Lessee, who will compensate the Lessor in full, without prejudice to all other rights and remedies available to the Lessor under these General ACE Terms & Conditions or by law.

Violation by the Lessee of the obligations described in this Article always entitles the Lessor to terminate all agreements concluded between the Parties regarding the provision of services and the rental of the crane with immediate effect, without the Lessor being obliged to pay any compensation.

Article 13. Requirements Site

13.1 Access

The Lessee is responsible for the timely request, provision, and maintenance of all access requirements to the Site for this staff, such as an access badge, safety instructions and notification procedures. This list is not exhaustive.

13.2 Safety

The Lessee will ensure that working conditions at the Site, about health and safety, are in full compliance with applicable laws and regulations in this respect. It is the Lessee's responsibility to timely notify and to keep the involved prevention advisor informed.

13.3 Registration

If the Services referred to in this Agreement are subject to the attendance registration by application of Section 4, Chapter V of the Act of 4 August 1996 on the well-being of employees during the performance of their work, the Lessee shall ensure that the Lessor is informed in time of this obligation and of the NSSO (National Social Security Office) workplace number and the Lessee shall make the registration system available to the Lessor. The Lessee shall also ensure that the Lessor is already registered in the NSSO database at the correct workplace.

13.4 Sanctions

In case the Lessee fails to comply with the provisions of this Article, and without prejudice to the other provisions of these General ACE Terms & Conditions, the Lessor shall be entitled to charge all damage, including but not limited to all damage, fines, costs, disadvantages of whatever nature as a consequence of such non-compliance that is incurred due to the Lessee, who shall compensate such damage in full, without prejudice to the other rights and remedies made available to the Lessor enjoys in accordance with these General ACE Terms & Conditions and/or the law.

Article 14. Rental term

14.1 Rental term

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The Parties determine a term of the rental in the Order Confirmation and/or the Quotation. This period is only indicative. The Price remains due for the entire rental term.

14.2 Beginning of rental term

The rental term starts at the moment the Equipment is made available to the Lessee, starting at the moment when the Equipment leaves the premises or Depot of the Lessor or the place where they were last located and is on its way to the Lessee's Site. The Lessor's recording of the time is considered as proof.

It is the independent decision of the Lessor to determine the most suitable itinerary for the Equipment, considering the permits, block times and other (legal) provisions.

14.3 End of the rental term

The rental term ends when the Equipment is returned to the Depot or to any other location to be determined unilaterally by the Lessor, regardless of whether the Equipment is not, not yet or no longer operational or used by the Lessee. The time registration recorded by the Lessor serves as proof.

However, the rental term cannot be shorter than the minimum rental period specified in the Quotation or Order Confirmation.

However, it may be longer than that included in the Quotation and/or Confirmation of Order. In any case, the Lessor can never be held liable for an incorrect estimate of the required rental term stated in the Quotation and/or Order Confirmation.

14.4 Cancellation by the Lessee

Except for deviating stipulations in the Quotation and/or Order Confirmation, the Lessee can only cancel the order without costs if cancellation is made no later than 2 p.m. three (3) working days before the day on which the Lessor was required to deliver the Equipment, or the Lessee would collect the Equipment.

For example: an ACE - System with crane is initially hired starting on a Monday, it must be cancelled no later than the Wednesday preceding that Monday before 14:00, failing which charges as described above will be due.

In the event of non-compliance with these conditions, the Lessee will owe the entire rental price as determined on the basis of the indicative rental term stated in the Quotation, including the costs arising from the cancellation, unless the Quotation and/or the Order Confirmation stipulate otherwise.

The cancellation must be made in writing. The date of receipt of this letter by the Lessor shall be deemed to be the date of cancellation.

14.5 Cancellation by the Lessor

The Lessor reserves the right to cancel the Order at any reasonable time before the agreed starting time/date for any valid reason. In such a case the cancellation shall be notified in writing before the agreed starting time/date.

14.6 Extension/Modification rental term

Extension or modification of the rental period mentioned in the Order Confirmation or Quotation is only possible with the explicit consent of the Lessor. In the absence of agreement, the Lessor shall take back the Equipment at the end of the rental term provided for in the Quotation or Confirmation of Order.

14.7 Suspension of rental

The rental term can never be suspended due to standstill, Force Majeure, or unforeseen circumstances.

Article 15. Price

15.1 Price

The Price is stated in the Agreement, Quotation or Order Confirmation.

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The Price is inclusive, unless expressly agreed otherwise:

- fuel;
- oil, grease and lubricants;

The Price is calculated on the Equipment, either per hour or per day, multiplied by the rental period.

The Price is, unless expressly agreed otherwise, exclusive of:

- VAT.
- Cost of insurances.
- Surcharges, extra services and permits as provided for in the attachments to the Quotation.
- Overtime and weekend work, unless otherwise agreed.
- Immobilization and cancellation costs.
- Any other costs, charges, taxes, or duties, which are claimed by any government or other authorities as a result of the execution of the Agreement, even if these were not yet known or applicable at the time of the Quotation / Order confirmation.
- Possible import and export costs as well as other costs, charges, taxes or duties relating to the transfer/delivery of the Equipment to the relevant Site;
- Transport costs in case of non-automobile Equipment.

15.2 Day reports

The Day report drawn up by the Lessor contains the hours worked, the services provided, and the Equipment used and will be presented to the (representatives of the) Lessee at regular intervals for signature.

The Lessor will always report the minimum hours per day, even if the actual hours worked were less than the minimum hours agreed, unless expressly agreed otherwise.

Good faith

Only the representatives authorised by the Lessee sign the daily reports/timesheets. The Lessor acts in good faith and is not obliged to check the signing authority of the representative. If an unauthorised representative has signed the Day report, this fact can never be held against the Lessor, nor does it justify a suspension or non-payment of the services.

Refusal to sign

If the (representative of the) Lessee refuses to sign the Day reports without a valid and motivated reason, reason that should preferably be reported to the Lessor by telephone immediately, and in any case always be mentioned in writing on the Day report as well, the Lessor will be entitled to suspend the performance of the service until this matter has been properly resolved, without the Lessor being liable to pay any compensation for delay.

The Day reports prepared by the Lessor are - signed or unsigned - the only basis for invoicing.

Remarks

All remarks by the Lessee should preferably be reported immediately to the Lessor by telephone and/or by email, within five (5) calendar days after the Day reports have been drawn up. After these five (5) days, comments are no longer admissible.

Changes

The Lessee is never allowed to make changes to the Day reports as drawn up by the Lessor to cross out texts or to manipulate the document in any way.

Differences/discrepancies

In the event of differences and/or discrepancies in the registration of hours worked, services rendered, and Materials used, the daily report/timesheet of the Lessor will always take precedence over any

reporting system of the Lessee and the daily report/timesheet of the Lessor - signed or unsigned - will be the only basis for invoicing.

15.3 Supplementary Costs

The Price is calculated based upon an execution during normal working hours per day and/or week and under normal (working) conditions, i.e., it must be possible to carry out the work continuously and sequentially. Aertssen Kranen will be entitled to charge additional costs for additional performance due to abnormal circumstances, working hours and difficulties, foreseeable or unforeseeable or incorrect/incomplete details to be provided by the Lessee.

15.4 Price amendment

Aertssen Kranen reserves the right to revise the offered Prices, which are independent of Aertssen Kranen or its subcontractors and are related to imposed collective labour agreements, legislative changes, and changes in the costs of materials, transport, and transport-related costs. To calculate the price change, Aertssen Kranen uses the price revision formulas as set out underneath

15.5 Revision of Price

For the use of the crane:

$$P = P_o \times ((a S/S_o) + (b B/B_o) + (c M/M_o))$$

Where:

P = revised price.

P_o = basic price, as originally provided for in the quotation.

S = Agoria's reference wage cost (= reference wage plus social charges) - national average (latest figure available at the time the contract is concluded) as published on Agoria's website (www.agoria.be).

S = reference wage cost valid during the month preceding the month in which the price is revised.

B_o = fuel price on date of quotation, taken from indices ITLB.

B = fuel price during the month preceding the month in which the price is revised.

M_o = price of manufacture of hoisting-, lifting- and handling equipment (code 2822 STATbel fgov), at quotation date, taken from Output Price Indices for Industry (excluding construction).

M = price of manufacture of hoisting-, lifting- and handling equipment (code 2822 STATbel fgov) during the month preceding the month in which the price is revised).

For the use of the ACE - System:

$$P = P_o \times (0,80 \times M/M_o + 0,2)$$

Where:

P = revised price.

P_o = basic price, as originally provided for in the quotation.

M_o = price of manufacture of hoisting-, lifting- and handling equipment (code 2822 STATbel fgov), at quotation date, taken from Output Price Indices for Industry (excluding construction).

M = price of manufacture of hoisting-, lifting- and handling equipment (code 2822 STATbel fgov) during the month preceding the month in which the price is revised).

This Price adjustment is automatically applied to pending Agreements or Quotations and is invoiced in addition to and on top of the initial Price.

Article 16. Payment Conditions

16.1 Acceptance of invoice

If the Lessee has not filed any comments, complaints, or objection within eight (8) calendar days of receiving the invoice from Aertssen Kranen, the invoice shall be deemed to be irrevocably and without reservation accepted by the Lessee. Complaints made eight (8) calendar days or later after receipt of the invoice by the Lessee are no longer admissible. If a part of the invoice is challenged, the objection must

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clearly indicate which part of the invoice is challenged and to what amount this query relates. Since the invoice remains fully due and payable, regardless of the objection, the Lessee undertakes to pay at once, in the case of a partial objection, at least the uncontested amount or the amount corresponding to the uncontested part, in accordance with these General ACE Terms & Conditions, without this provision undermining in any way the chargeability and the collectability of the other parts and amounts and the applicability of these General ACE Terms & Conditions in this matter.

16.2 Partial Payment

Partial payments are first allocated to the collection costs, then to the indemnity clause, the interest due and finally to the outstanding principal sum, with priority being given to the oldest outstanding principal sum.

16.3 Term

Aertssen Kranen's invoices are payable in cash within thirty (30) days of the invoice date at Aertssen Kranen's registered office, unless explicitly agreed otherwise.

If Aertssen Kranen needs to obtain approval and/or information (PO number, ...) from the Lessee in order to issue its invoice validly and correctly, the Lessee is obliged to provide this data to Aertssen Kranen within five (5) working days, failing which the invoice can be drawn up legally by Aertssen Kranen with the available information.

All deadlines of acceptance procedures or verification procedures to check the conformity of the service and/or invoicing by Aertssen Kranen are an integral part of the aforementioned maximum payment period.

It is the Lessee's responsibility to ensure that his payment systems are compatible with the possibilities for Aertssen Kranen to receive payments. Failure to do so (whether new systems are introduced) shall in no way release the Lessee from his obligation to pay.

All possible payment costs, bank charges or commissions shall be borne by the Lessee.

16.4 Late Payment

In the event of failure to pay on the invoice due date:

- all amounts due to Aertssen Kranen, also the amounts that have not yet expired are legally immediately due and payable without any notice of default.
- any delay in payment shall automatically and without notice give rise to the application of an interest rate of 1% per month from the due date, to be capitalised automatically and immediately, without notice.
- any delay in payment shall automatically and without notice also give rise to a fixed compensation of 10% on the outstanding balance to be paid, with a minimum of EUR 125. The award of this reasonable compensation of 10% does not exclude payment of any litigation costs nor of any other proven recovery costs.
- Aertssen Kranen is no longer obliged to (further) execution and can suspend all services immediately and without prior notice, without any compensation for the Lessee.
- all permitted payment terms expire and Aertssen Kranen may decide to execute the Agreement only further under the strict condition that the Price due is fully settled before delivery is made and/or services are provided.

16.5 Lien

The Lessee expressly waives any lien that it could exert, irrespective of the motives and out of which legal relationship between the Parties this lien should have arisen.

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16.6 Set-off

The Lessee expressly waives its right to set-off in respect of the Service Provider, whereby the Parties expressly derogate from Article 1291 et seq. of the Belgian Civil Code. The Lessee is therefore never permitted to set off Service Provider's invoices with claims that he may have against the Service Provider, even if these are related to the services and even if these are certain, definite, and due.

16.7 Cash discount

Unless prior permission in writing is granted by Aertssen Kranen, the Lessee shall never be entitled to pay with a cash discount.

Article 17. Liability Lessee

17.1 Indemnification

The Lessee is liable for any errors, defects, flaws, miscalculations, omissions, negligence, delays, and other contractual faults attributable to it. The Lessee shall reimburse fully the entire loss and any other adverse effects, whether foreseeable, which the Lessor or third parties have undergone or suffered, and which are directly or indirectly based upon such errors, defects, flaws, miscalculations, omissions, negligence, delays, and other contractual faults. In particular, the Lessor shall not be liable for any damage not attributable to it.

17.2 Transport Equipment

If the Equipment is supplied by placing it at the Lessee's disposal in the Lessor's premises or Depots, the Lessee, if he carries out the transport of the Equipment, shall also be fully responsible for the transport of the Equipment and its return to this place of delivery, in addition to its usual responsibility regarding the further transportation of the Equipment after delivery.

17.3 Storage of Equipment

Throughout the whole rental term, the risk attached to the Equipment lies with the Lessee and the Lessee, as custodian of the Equipment, is liable for any damage to the Equipment. The Lessee shall reimburse the Lessor for any damage to or loss of the Equipment, regardless of the cause.

17.4 Damage, Theft, and loss

The Lessee is responsible for all damage, theft, loss, or destruction of the Equipment and must report any loss immediately.

In the event of theft/disappearance of the Equipment, the Lessee is also obliged to report the theft to the Police no later than twenty-four (24) hours after the discovery of the theft and to submit (a copy) of the police report to the Lessor.

If the Lessee does not comply with the provisions of this paragraph, any right to bring action or recourse against the Lessor will lapse definitively and irrevocably regarding this claim.

17.5 Indemnity

The Lessee expressly states that the Lessor can never be held liable towards it and will never have to indemnify the Lessee should third parties lodge a claim against the latter in connection with the Work that are performed using the Equipment, or for damages that the Lessee should suffer were it the object of such a third-party claim.

The Lessee shall hold the Lessor and his employees harmless against any third-party claims for damages that may be caused to third parties by the Equipment or the use thereof during the rental term including any transport, installation, and assembly thereof.

Should the Lessor be held liable by a third party for issues that may be related to the Equipment, the Operational Staff, the Services, the Work, or the completed works, buildings and structures which were erected with the help of or using the Equipment, the Lessee shall, upon the Lessor's first request, voluntarily intervene as a party in this dispute, whether the dispute is pending before a court or an arbitration, and

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even if there already is an ongoing dispute between the Lessor and the Lessee.

The Lessee shall also hold the Lessor, the companies affiliated with the Lessor as defined in Article 1:20 of the Belgian Company and Associations Code, and their respective directors, representatives, employees, servants, or agents, harmless against all third-party claims arising from damage caused by contractual breach on the Lessee's part, its employees or the Equipment used on the Site.

17.6 Waiver

The Lessee shall also waive all claims against the Lessor because of downtime or reduced productivity of the Equipment, including due to Force Majeure as defined in Article 21(8) et seq. of these General ACE Terms & Conditions.

Article 18. Contractual Shortcoming Lessee

18.1 Contractual Shortcoming

The Lessee is among others deemed to have come short of its contractual obligations in the following circumstances:

- If the Lessee fails to keep the Equipment or part thereof, in accordance with the provisions of the Agreement as set forth in the Contractual Documents or fails to meet any other requirements imposed expressly or according to commercial usage, whereby even the slightest contractual fault is considered.
- If the Lessee fails to comply with the payment terms as stipulated in Article 16 of these General ACE Terms & Conditions.
- If the Lessee fails to fulfil the insurance obligations as stipulated in Article 23 of these General ACE Terms & Conditions.
- If the Lessee fails to fulfil one or more obligations contained in the Agreement.

18.2 Notice of default - Motivated Defence

Once the Lessee receives a notice of default from the Lessor, the Lessee, within five (5) calendar days from this notice, must communicate in writing to the Lessor its fully and properly motivated defence and invoke all relevant comments. In this document, the Lessee may offer to rectify its shortcomings.

In the absence of the Lessee's motivated defence in this sense and dispatched within five (5) calendar days from notification by the Lessor, the Lessee shall be irrefutably deemed to agree with the contents of the notification. This will be considered formal acceptance of non-compliance with its obligations.

18.3 Taking back Equipment

If the Lessee fails to fulfil one of its contractual obligations or to comply with all other requirements imposed on it, expressly or in accordance with commercial practice, including the slightest contractual default, with regard to the maintenance, use and custody of the Equipment, the Lessor is entitled to proceed immediately and without prior notice to, inter alia, take back all the Equipment, even the Equipment which the Lessee does keep, maintain and use correctly, or to remove it from the Site. To this end, the Lessee grants free access and full cooperation to the Lessor.

The Lessee is obliged to compensate the Lessor for all direct or indirect costs and damages resulting from these measures.

18.4 Liquidated Damages

If the Lessor terminates the Agreement due to a contractual breach by the Lessee as set out in this Article, the Lessor will by right and without formal notice be entitled to liquidated damages consisting of the costs of the measures taken and the amount of the full Price for the foreseen rental term, subject to the right to higher damages if the Lessor can prove this, since the Parties acknowledge and record that the Lessor is

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definitively and irrevocably in breach of its obligations due to the circumstances justifying the unilateral termination.

18.5 Damage to Equipment

The Lessee is solely responsible for the proper, timely and full implementation of the Agreement in accordance with the Contractual Documents and the applicable laws and regulations, both in respect of the Lessor and of third parties, with the inclusion of the preservation of the Equipment. It shall reimburse any damage to the Equipment arising directly or indirectly from its contractual shortcoming.

It shall warrant the Lessor against any direct and indirect consequences if the Equipment, including its possible transportation, installation, and assembly, causes injuries to third parties, to the Lessor or its agents.

Article 19. Termination of the Agreement

19.1 Notification

The affected Party shall immediately notify the other Party in writing of any fact or circumstance as described below which could entitle the other Party to terminate the Agreement.

19.2 Concurrent rights and Insolvency

In the event of death, application or claim for or determination of bankruptcy, appointment of a provisional administrator or legal representative, request for suspension or judicial restructuring, judicial reorganisation, declaration of incompetence, any similar situation or procedure, liquidation, custody or enforcement, or any other form of concurrence of creditors that affects one of the Parties or any other indication of manifest or imminent insolvency of one of the Parties' assets, the other Party has the right to terminate the Agreement. Such termination will be notified in writing to the other Party or its successors in title.

19.3 Netting

In accordance with the provisions of Articles 14 and 15 of the Financial Security Act of 15 December 2004 (Wet Financiële Zekerheid "WFZ"), the Parties declare that they agree with the principle of "netting" in the event of insolvency proceedings, seizure, or any other form of concurrence. Where appropriate, the Parties will automatically compensate and settle all current and future debts in relation to each other.

This debt comparison /compensation will in any case be opposable to the liquidator and the other concurrent creditors, who will therefore not be able to object to the debt comparison carried out by the Parties.

Article 20. Explicit Dissolution Clause

20.1 Termination by both Parties

Notification Circumstances

The affected Party shall immediately communicate in writing to the other Party any fact or circumstance as described in Article 19(2) of these General ACE Terms & Conditions.

In the event of such termination, the Lessor is entitled to the fixed compensation as stipulated in Article 18(4) of these General ACE Terms & Conditions.

Where appropriate, the Lessor is entitled to take back his Equipment immediately without prior notice.

20.2 Termination by Lessor

The Lessor reserves the right to declare the Agreement dissolved by operation of law, with immediate effect, without notice of default and without prior judicial intervention, in the event of:

a. Obligations stipulated in Article 12

if the Lessee fails to fulfil one or more of the obligations contained in Article 12 of these General ACE Terms & Conditions.

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b. Obligations under Article 13

if the Lessee fails to fulfil one or more of the obligations contained in Article 13 of these General ACE Terms & Conditions.

c. Dissolution for non-payment

The Lessor reserves the right to dissolve the Agreement with immediate effect if, despite a written notice of default observing a period of at least fourteen (14) calendar days, the Lessee fails to settle the outstanding invoices in whole or in part.

d. Repeated failure to comply with substantial obligations

If the Lessee repeatedly fails to fulfil its substantial obligations, the Lessor may, without prejudice to its right to compensation for damage as described in Article 18(4) of these General ACE Terms & Conditions, terminate the Agreement after it has given the Lessee a reasonable period in writing and the Lessee has not yet fulfilled its obligations at the end of that period.

e. Lack of timely, regular, and lawful defense

If the Lessee is in default in the performance of the Agreement, as set out in Article 18 of these General ACE Terms & Conditions, and if the Lessee has not informed the Lessor in good time, regularly and lawfully or has not sufficiently remedied its breach within five (5) calendar days after the breach has been established. The Lessor will notify the Lessee by registered mail that it is making use of this option.

20.3 Dissolution by the Lessee

The Lessee has the right to terminate the Agreement with the Lessor in the event of attributable fault, gross negligence, willful misconduct, deception, or fraud on the part of the Lessor. If the Lessee wishes to exercise its right of dissolution, it must inform the Lessor thereof by registered Lessor within a reasonable period after it became aware of the circumstance that gave rise to the dissolution.

20.3.1 Compensation - Lessor

In the event of dissolution by the Lessor in the cases described above, the Lessor reserves the right to claim compensation by operation of law and without notice of default for all demonstrable costs, interest, and damage it has suffered, and all claims of the Lessor against the Lessee become immediately due and payable. The Lessee is not entitled to any compensation in such case.

20.3.2 Compensation - Lessee

In the event of dissolution by the Lessee, the Lessee is not entitled to any compensation in such case.

Article 21. Liability Lessor

21.1 Limited Liability

Aertssen Kranen shall only be liable for damage resulting from its proven fault or that of its employees and/or its subcontractors. Aertssen Kranen shall stipulate all statutory and contractual rights that it may invoke to defend its own liability, also for the benefit of all those - including both subordinates and non-subordinates - who are involved in the performance of the Agreement and for whom it is liable by law.

21.2 Limited liability

Limited Liability Equipment and Operational Staff

Regarding the Equipment and Operational Staff, the Lessor is liable in the following events to the following limitations:

- If the Equipment does not comply with the agreed quality requirements/specifications. The Lessor's liability will be limited to the replacement of the Equipment and the extension of the rental term, free of charge, with a period during which the Lessee was unable to use the Equipment.
- If the Equipment and /Operational Staff is not available at the agreed time. The Lessor's liability will be limited to an extension of the rental term, free of charge, with the period during which the Lessee was unable to use the Equipment.

21.3 Limited Liability property damage and personal injury

Lessor's liability is expressly limited to direct property damage and personal injury to the personnel of the Lessee, caused by a demonstrable defect in the Equipment and/or by an attributable fault, intent and/or gross negligence on the part of the Lessor. However, if the damage could have occurred without the Lessor's fault, the Lessor's liability is excluded.

If the Lessor's liability for damage has been established by all legal means, the Lessor's liability is limited to the amount paid out, if applicable, under the liability insurance taken out by the Lessor in this respect.

In any event, the Lessor's liability will in all cases be limited to the amount effectively and effectively reimbursed within the framework of its civil liability policy, with an absolute maximum of EUR 5,000,000, the lower of these limits being applicable.

The Lessee acknowledges to know and accept the contents thereof including the general and special policy conditions. This insurance policy is available for consultation at the Lessor's office. An insurance certificate will be provided to the Lessee upon first request.

The Lessee agrees to respect the confidentiality of this document. The Lessor explicitly exonerates himself for any damage exceeding the amount paid out by the insurance.

The Lessor shall be entitled to have the damage assessed by an independent expert from the sector to be appointed by the Lessor.

The Lessee must immediately report any claim for damages and confirm it in writing to the Lessor within forty-eight (48) hours of its determination.

In the event of failure to comply with the aforementioned terms, the right to compensation on the part of the Lessee will lapse automatically and by operation of law.

21.4 Prescription

Without prejudice to the applicable limitation periods, any claim against the Lessor shall lapse one (1) year after the discovery of damage, shortages and/or defects, or in the event of a dispute in this respect, one (1) year after the invoice date, unless the law provides for a shorter period.

21.5 Waiver of Recourse

The Lessee, as well as its insurers, waive any recourse against the Lessor to obtain compensation for the financial consequences of any indirect and/or immaterial damage claim by the Lessee, the Lessee's personnel or third parties and indemnify the Lessor and its insurers against any claim made by third parties concerning the aforementioned damage.

21.6 Exclusion of Liability

Aertssen Kranen and/or its subcontractors / suppliers are never liable for indirect and/or immaterial damage of the Lessee, its personnel or third parties, such as, but not limited to, loss of income, loss of profit and consequential damage and indemnify the Lessor and its insurers against any claim by third parties regarding the aforementioned damage.

21.7 Burden of proof

In any event, the burden of proof of (the extent of) the damage shall lie with the Lessee.

21.8 Force majeure

The Parties may only release themselves from their contractual obligations by invoking "Force Majeure".

Force Majeure means the occurrence of an event or circumstance that prevents a Party from fulfilling one or more of its contractual obligations under the contract, if and to the extent that the Party affected by the impediment proves:

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- a. that such impediment is beyond its reasonable control; and
- b. that it could not reasonably have been foreseen at the time of the conclusion of the contract; and
- c. that the consequences of the impediment could not reasonably have been avoided or overcome by the affected Party.

Are never considered Force Majeure:

- the bankruptcy of the Client or of its Client.
- a strike or lock-out of the personnel of the Client or his Client.

21.8.1 Where an affected Party fails to fulfil one or more of its contractual obligations because of default, in whole or in part, of a third party which it has engaged to perform the whole or part of the contract, the contracting Party may invoke Force Majeure only to the extent that all requirements of Article **21(8) a-c** are met for both the affected Party and the third party.

21.8.2 In the absence of proof to the contrary, the following events are deemed to satisfy all conditions of Article **21(8)** and the affected Party only must demonstrate that all conditions of Article **21(8)** are satisfied to qualify force majeure:

- war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilisation.
- civil war, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage, or piracy.
- currency and trade restriction, embargo, sanction.
- act of authority whether lawful or unlawful, compliance with any law or governmental order.
- expropriation, seizure of works, requisition, nationalisation.
- closures or delays at border posts, delays at ports or tolls, etc.
- epidemic, pandemic, natural disaster, or extreme natural event.
- explosion, fire, destruction of Equipment, prolonged break-down of transport, telecommunication, information system or energy.
- technical failures.
- calamities.

Where it has been demonstrated that the damage could have been caused by one or more of the events mentioned above, it shall be presumed that it was or is the cause thereof.

These circumstances and causes have only been cited as examples without any restrictive character.

21.8.3 The Affected Party shall give notice of the event without delay to the other Party.

21.8.4 A Party justifiably invoking force majeure is relieved from its obligation to fulfil its contractual obligations and from any liability in damages or from any other contractual compensation for breach of contract, from the moment the impediment causes impossibility to perform, provided that the notice thereof is given without delay. If notice thereof is not given without delay, the exemption to fulfil shall take effect from the moment the notification thereof reaches the other Party.

The other Party may suspend the performance of its obligations, if applicable, from the date of the notification.

21.8.5 if the consequences of the force majeure invoked are temporary, the consequences set out above shall apply only for the period during which the invoked impediment prevents the Affected Party from fulfilling its contractual obligations. The affected Party must inform the other Party as soon as the impediment no longer prevents the fulfilment of its contractual obligations. The temporary impediment shall not constitute a reason for non-performance of the Contract but shall merely suspend it.

The affected Party shall immediately inform the other Party as soon as the impediment no longer impedes the performance of its obligations. The affected Party is obliged to take all reasonable measures to mitigate the effect of the event invoked in the performance of the contract.

21.8.6 If the duration of the impediment invoked has the effect of substantially depriving the contracting Parties of what they were reasonably entitled to expect under the Agreement, either Party has the right to terminate the contract by notification within a reasonable period to the other Party. Unless otherwise agreed, the Parties expressly agree that the contract may be terminated by either Party if the duration of the impediment exceeds sixty (60) days.

21.8.7 Any costs arising from such reported Force Majeure situation shall be borne solely by the Party affected.

21.9 Unforeseen circumstances

By unforeseen circumstances is meant:

events of such a nature as to give rise to a contractual imbalance, which the Parties did not intend and of which the other Party cannot reasonably expect the Agreement to be maintained unaltered.

21.9.1 Even if each Party is bound to fulfil its contractual obligations, even if certain events have led to the performance more onerous than could reasonably have been anticipated at the time of the conclusion of the contract, if a Party can prove that:

- a. a change in circumstances renders performance of the contract excessively onerous, such that performance can no longer reasonably be required as a result of an event beyond its reasonable control, which it could not reasonably have foreseen or been expected to take into account when concluding the Contract; and that
- b. that change is beyond the debtor's control.
- c. the debtor has not assumed such risk.

Parties are bound, within a reasonable time of the invocation of this clause, to negotiate alternative contractual terms which reasonably allow to overcome the consequences of the event.

The Parties shall continue to honour their commitments during the course of the renegotiations.

If the renegotiations are rejected or fail within a reasonable period of time, the court may, at the request of one of the parties, either amend the contract to bring it into line with what the parties would reasonably have agreed upon at the time of the conclusion of the contract if they had taken into account the change of circumstances, or terminate the contract in whole or in part at a date which may not precede the change of circumstances and according to modalities determined by the court.

Article 22. Insurance

Unless otherwise specified in the Quotation and/or Order Confirmation the Lessee shall contract the following insurance covers as a minimum:

- A public liability insurance covering third-party claims:
 - This insurance covers, in addition to the usual insurances, the liability of the Lessee as incidental ordering Party of the Operational Staff as defined in Article 1384 of the Civil Code.
 - The coverage of this policy must be expanded to damage caused to third parties by any fixed or movable building site and hoisting equipment and other apparatuses, irrespective of their technical (lifting) capacity/limitations.

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- The "traffic risk" must be co-insured in this policy if it concerns non-immatriculated rented Equipment.

If the Lessee takes possession of the Equipment at the depot of the Lessor, the Lessee is additionally obliged to take out a transport insurance for each separate transport of Equipment.

If Equipment is stored / stocked (temporarily) at the Lessee, this will take place at the Lessee's own risk and responsibility and the Lessee will adequately insure this Equipment.

The exemption and the unsecured risks are borne by the Lessee.

22.2 Waiver of Recourse

The policies subscribed by the Lessee contain a clause waiving recourse against Aertssen Kranen and the companies affiliated with Aertssen Kranen as defined in Article 1:20 of the Company and Associations Code, and their respective directors, their representatives, employees, servants, agents, or subcontractors.

22.3 Submission Insurance Policies

At the simple request of Aertssen Kranen, the Lessee must submit an insurance certificate of the legally required insurance, but also proof of the insurance (and cover) as stipulated in these General ACE Terms & Conditions, as well as the payment of the premiums. Aertssen Kranen shall be notified immediately, directly and in writing by the insurer and the Lessee whenever the insurance covers are modified, suspended, abolished, or terminated.

Article 23. Protection of Personal Data

23.1 GDPR

Aertssen Kranen undertakes to comply with the applicable legislation on data protection, the General Data Protection Regulation (GDPR) 2016/679 and ensures that its personnel and subcontractors also comply with this legislation.

23.2 Processing personal data

Aertssen Kranen collects and processes personal data, that Aertssen Kranen receives from the Lessee, for the purpose of performance of the Agreement, the keeping of Lessee records, the accounting, to manage any disputes and direct marketing activities.

23.3 Lawful Basis

The lawful basis for processing is the performance of the contract, the fulfilment of legal and regulatory obligations and / or the legitimate interest.

23.4 Appropriate Measures

Aertssen Kranen adopted appropriate measures to guarantee the privacy and security of the personal data. Aertssen Kranen only transfers this personal data to processors, recipients and / or third parties insofar as this is necessary for the purposes for processing.

23.5 Liability Lessee

The Lessee is responsible for the accuracy of the personal data he provides to Aertssen Kranen, guarantees to have sufficient lawful basis to provide the personal data to Aertssen Kranen and undertakes to comply with the General Data Protection Regulation regarding the data subjects from whom the Lessee has provided the personal data, as well as with regard to all possible personal data that the Lessee would receive from Aertssen Kranen and its employees.

23.6 Data Protection Notice

The Lessee undertakes to provide this information regarding the processing including reference to the Data Protection Notice to the data subjects.

Aertssen Kranen nv

Laageind 91
B-2940 Stabroek

Aertssen Kranen nv

Rue des Tuiliers 8
B-4480 Engis (Hermalle-sous-Huy)

+32 (0)3 561 09 60

info.kranen@aertssen.be

www.aertssen.be

23.7 Data subjects Rights

The Lessee confirms that he has been adequately informed about the processing of his personal data and his rights to access, correct, delete, and reject. For more information: consult the Data Protection Notice on the website: www.aertssen.be/en/privacy/.

Article 24. Translation General ACE Terms & Conditions

The present General ACE Terms & Conditions are originally drawn up in the Dutch language.

With regard to the translations of the present terms & conditions to any other language: in the event of misunderstandings concerning the wording and the substance, the tenor, the scope and the interpretation of these translations, the Dutch text shall serve as basis and the explanation and interpretation of this text shall prevail over any translation. These General ACE Terms & conditions shall be transmitted to the Lessee in Dutch, French, English, or German, depending on the Lessee's choice.

Article 25. Disputes

25.1 Applicable law

All Agreements concluded by Aertssen Kranen and all other obligations are subject exclusively to Belgian law, to the exclusion of provisions of private international laws or other rules that determine that laws of another jurisdiction outside Belgium are applicable.

25.2 Competent Court

All disputes relating to the conclusion, validity, interpretation and/or performance or termination of the Agreements shall be subject to the exclusive jurisdiction and venue of the Courts and Tribunals of Antwerp, Antwerp Division.

Regarding transport-related disputes to which the CMR applies, the mandatory provisions of the CMR Convention abide.

Article 26. Nullity

Should one or more provisions of the applicable clauses, be declared illegal, invalid, void, or unenforceable, in whole or in part, for whichever reason, this illegality, invalidity, nullity or unenforceability shall not affect the other clauses. Where appropriate, the Parties shall negotiate to the best of their ability and in good faith to replace this provision with a legal, valid, not null, void, and enforceable provision with a similar economic effect.

Article 27. Transfer of the Agreement

The Lessee is forbidden to transfer in whole or in part to third parties the rights and obligations which it holds because of the Agreement, without Aertssen Kranen's prior written consent.

Nederlandse versie op aanvraag – Version française sur demande – Deutsche Version auf Anfrage



vat BE 0441 175 794

KBC BE20 4090 5128 5156

ING BE45 3630 1015 1189

FORTIS BE23 0015 5828 5091

BELFIUS BE87 0688 9318 2794

rlp Antwerp, dep. Antwerp

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BIC ING BBRUBEBB

BIC FORTIS GEBABEBB

BIC BELFIUS GKCCBEBBjp