



AERTSSEN KRANEN NV GENERAL HIRING TERMS & CONDITIONS

(version 01/01/2022)

Definitions:

In these General Terms & Conditions relating to the hiring of equipment hereinafter referred to as "**General Hiring Terms & Conditions**", the terms and expressions used below have the following meaning:

Agreement: the contract between the Lessor and the Lessee for the renting out of the Equipment by the Lessor to the Lessee, documented in the Contractual Documents.

Confirmation of Order: the document issued by the Lessee confirming the Order for the Equipment by the Lessee.

Contractual Documents: the documents as defined in Article 1(1) of the General Hiring Terms & Conditions, which govern the Agreement between the Parties.

Equipment: The Equipment and material rented to the Lessee by the Lessor, as described in the Order Form of the Lessee.

Lessor: the professional party that rents Equipment to the Lessee upon its request.

Lessee: Aertssen Kranen NV.

Operational Staff: the personnel assigned by the Lessor 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 form/PO: the document containing the special conditions of the order and the hiring of the Equipment by the Lessee from the Lessor.

Party: Aertssen Kranen or the Lessor.

Parties: Aertssen Kranen and the Lessor jointly.

Principal: The Lessee's Client, the party for whose benefit the Lessee hires the Equipment.

Services: the services that the Lessor performs for the Lessee, e.g., the assembly, operation and dismantling of the Equipment and occasional transport.

Site: the location(s) where the Lessee carries out works for which it wishes to use the Equipment, specified by the Lessee in the PO.

Article 1. Applicability

1.1 Applicability

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

The PO or, in the absence thereof, the Order Confirmation, together with the General Hiring Terms & Conditions, form the whole of the Agreement between the Lessee and the Lessor.

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 Order Form/PO with attachments,
- The General Hiring 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.

1.2 Rights or Defence

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

1.3 Alternative Arrangements

It is only possible to derogate from these General Hiring Terms & Conditions if and inasmuch as this is agreed explicitly and in writing between the Parties.

1.4 Other Terms & Conditions

These General Hiring Terms & Conditions are deemed to have been fully accepted by the Lessor. Acceptance of these General Hiring Terms & Conditions also implies that the Lessor renounces the application of its own conditions. If Aertssen Kranen were to accept any general conditions of the Lessor, which is only possible if this acceptance is explicit and not via a pre-printed clause on any document or e-mail (footer), or a specific agreement with the Lessor, these General Hiring Terms & Conditions supplement the Lessor'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 Client's terms and conditions or the specific agreement, even if they explicitly state that the General Hiring Terms & Conditions would not apply.

The acceptance of an Order Confirmation from the Lessor shall under no circumstances imply acceptance of any general terms and conditions of the Lessor.

The Lessor also guarantees that all subcontractors and/or other Parties engaged by the Lessor for the performance of the services ("subcontractors") are bound by these General Hiring Terms & Conditions.

Article 2. Agreement

The Agreement between the Parties is concluded after the Order has been accepted by the Lessor.

All additional assignments will automatically take place under the same conditions unless explicitly confirmed otherwise in writing by the Lessee.

Any amendment and/or supplement to the Agreement will only have effect insofar as the Lessee has confirmed this in writing.

Article 3. Subject Matter

The Lessee rents the Equipment with any associated Services from the Lessor as described in the Order Form/PO. The Equipment must be free of any defects, in accordance with the applicable laws and regulations, and suitable for immediate use.

The Lessor guarantees that the Equipment, the Services, and any accessories, including any installation and/or assembly thereof:

- are in accordance with the description and requirements as mentioned in the Order Form/PO and as agreed between the Parties in the Contractual Documents.
- possess the properties as promised by the Lessor verbally and/or in writing.
- be immediately deployable and fit for purpose.
- be free of defects and third-party rights.
- meet at least the Belgian legal requirements, as well as those of the country in which the Site is located, in terms of quality, inspection, health, safety and the environment.

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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

- comply with the highest safety and quality standards used within the sector, all as applicable at the time of hiring.

In particular, the Lessor guarantees that the Equipment will be in accordance with all conditions stated on the Contractual Documents and/or may be expected. Any Services to be performed must be carried out by qualified Operational Staff in accordance with the rules of the art.

Except with the prior written consent of the Lessee, the Lessor is not permitted to have the Equipment and/or Services which are the subject of the Agreement performed in whole or in part by a third party. Any approval will not imply any acceptance of the work carried out.

Article 5. Operational Staff and necessary Preparations

If the Lessor is requested to provide services on the Site, the Lessor will provide qualified Operational Staff.

The Lessor shall comply with all wage- and employment conditions imposed by collective labour agreements or legislation in respect of its personnel.

The Lessor must also ensure, among other things, without this enumeration being exhaustive, that:

- his staff is always in possession of a SIS card.
- he can submit at any time submit a copy of his Industrial Accident Insurance policy.
- when deploying foreign personnel, Lessor is in full compliance with the legislation in force and with the Belgian legislation and that of the country in which the Site is located.
- he strictly observes the rules of the community welfare legislation, including the possible mandatory attendance registration of the NSSO.
- he shall, in good time and on his own responsibility, obtain the safety instructions to be observed.
- the necessary Equipment and safety precautions are in place.
- all guarantees in favour of third parties because of the performance of the Agreement are given.
- its personnel refrains from photographing or filming the Equipment, installations, buildings or properties of the Lessee or its initial clients.

In particular, the Lessor or any third party to whom he has subcontracted the assignment undertakes to comply with all social security and tax obligations imposed on employers. The Lessor will provide proof, whenever requested, that he has met his obligations in this respect punctually. He will also inform the Lessee immediately if he no longer meets any of these obligations.

Under no circumstances may the Lessor employ illegally residing third country nationals within the meaning of the Law of 11 February 2013, and by this agreement the Lessor formally undertakes to comply with this prohibition. He will ensure that he imposes the same prohibition on any subcontractor and the same will apply at all levels.

Any negligence or inconsistency on the part of the Lessor or the third party referred to above, including in respect of the aforementioned obligations that cause the Lessee to incur expenses or costs of any kind, will be charged in full to the Lessor, who will indemnify the Lessee against all fines, interests, and costs in the broadest sense. These may be deducted from the payment of the Lessor's invoices or shall be paid by the Lessor upon first request.

If one or more employees of the Lessor, regardless of whether they are on the Site and for whatever reason, are not in possession of the required documents, the Lessor must inform the Lessee immediately. The Lessor will comply with the measures imposed by the Lessee. The Lessor shall carry out the works in accordance with the VCA and ISO

guidelines, and considering the safety conditions and guidelines applicable on the Site.

The Operational Staff with specific skills to operate the Equipment or the personnel delivering the Equipment to the Site follow the instructions of the Lessee on the Site insofar as these are necessary for the actual execution of the works. These instructions relate exclusively to:

- the planning of the work to be carried out.
- the circumstances, procedures, and work methods of the Lessee, which must be considered for the performance of the Work.
- the specific characteristics, properties and requirements of the works and the Site.
- access to the locations and/or facilities necessary of the Lessee/Principal for the performance of the assignment.
- the use of materials, facilities and/or infrastructure necessary for the performance of the Work.
- and all matters relating to health and safety for the fulfilment of the works.

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

Article 6. Delivery and Return of the Equipment

The Equipment will be delivered and made available again at the place, time and manner determined on the Order Form/PO or as communicated to the Lessor in writing or verbally below. The delivery/return of the Equipment must be made in accordance with the Contractual Documents.

If the Lessor does not clearly communicate where the Equipment has been delivered or delivers the Equipment to a location other than that the one included in the Order Form/PO, the Lessor will owe a penalty equal to once the daily price for the Equipment concerned.

If the Lessor delivers the Equipment at a time other than that stated in the Order Form/PO, as a result of which the Lessee and/or other Parties on the Site are inconvenienced, the Lessor will owe a penalty equal to once the daily price for the Equipment concerned.

The return takes place where the delivery took place at the commencement of the hiring. If the Equipment has been delivered to the Site or to another place outside the premises or depots of the Lessor, the Lessor will collect the Equipment there, considering the circumstances on the Site, ground pressures and height obstructions with the necessary safety precautions to be taken by the Lessor and with the adjacent properties. If the Equipment has been delivered to the Lessee in the premises or depots of the Lessor, the Lessee will return the Equipment to the premises or depots concerned.

If the Lessor delivers or retrieves the Equipment at the Site, it declares to have visited the Site prior to the quotation and to be sufficiently aware of the situation on Site. He acknowledges that he is perfectly familiar with the Site, among other things regarding ground pressures and height obstacles, and that he has taken all possible problems into account when determining the Price, which is not subject to revision in more detail.

If the Equipment is delivered and/or collected at the Site by the Lessor, the Lessor will be responsible for the unloading, loading, erection, assembly and dismantling of the Equipment at the Site.

Article 7. Maintenance and Use of the Equipment

If the Lessor's Operational Staff are not present at the Site, the Lessee will receive all necessary instructions and regulations for the commissioning, safe operation, and operation of the Equipment when the Equipment is delivered. Maintenance and inspections must be

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vat BE 0441 175 794
rlp Antwerp, dep. Antwerp

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FORTIS BE23 0015 5828 5091
BIC FORTIS GEBABEBB

BELFIUS BE87 0688 9318 2794
BIC BELFIUS GKCCBEBBjp





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

carried out by the Lessor, at its expense, outside working hours in accordance with and agreed with the Lessee.

Article 8. Documents to be provided by the Lessor

The Lessor undertakes to send the Lessee the following documents in writing, as well as those of his subletting agent, if any:

- Agreement on the Order Form/PO.
- VCA certificate.
- Attestation of Social and Fiscal Debts.
- Copy of recognition.
- List of personnel and/or equipment used for the execution.
- Valid certificate of medical fitness of the personnel deployed.
- Signed risk analysis and other safety documents: e.g., HSE plan/CE/ periodic inspections, ... This list is not exhaustive.
- Insurance certificate of the civil liability insurance.
- Insurance certificate machinery breakdown policy.
- Limosa (L-1) acknowledgement of receipt for staff deployed in the case of a non-Belgian company.
- Secondment forms (A1) in the case of a non-Belgian company.
- Copy of the identity card of the personnel deployed.
- All other documents as requested in the Order Form/PO.

These documents or equivalent must be handed over by the Lessor before and at the latest at the commencement of the delivery of the Equipment unless the Principal imposes stricter requirements. These documents are included in the Price.

The Lessor will also ensure that any expired documents are automatically replaced by a valid recent version. In addition, he will always make the most recent version available on first request.

Article 9. Breakdown and Repairs

9.1 Notification

If the Lessee ascertains that there is a problem, defect, breakdown, or damage, or if the operation of any part of the Equipment does not meet the reasonable requirements which can be expected from the Equipment, the Lessee will report this to the Lessor.

The Lessor will take all necessary steps to remedy the problem, defect, breakdown, or damage as soon as possible or to provide a replacement for the Equipment.

9.2. Impact on the hiring Period and the Price

The hiring period is suspended for the time required for the maintenance, inspection, repair and/or replacement of the Equipment. This period will not be charged to the Lessee. The Lessor will provide the Lessee with a credit note for this period.

9.3 Claim of the Principal

If a problem, inherent vice, defect, breakdown, claim, defective operation, or similar event that leads to a standstill, that can be attributed to the Lessor, results in a claim by the Principal to the Lessee, the Lessor is obliged to pay the fine that the Lessee is charged with by its Principal in full to the Lessee. The Lessee submits the necessary evidence for this.

Article 10. Commencement and end of the Hiring Period

10.1 Commencement of the Hiring Period

The hiring period commences when the Equipment is made available to the Lessee in accordance with the Order.

10.2 End of the Hiring Period

The hiring period ends when the Equipment is returned to the Lessor.

10.3 Construction Leave

If the hiring Period falls within a period of legal construction leave, the period of construction leave will NOT be charged to the Lessee.

10.4 Cancellation

The Lessee is entitled to cancel all or part of an order free of charge except when the Lessee cancels part or all an order later than 2 p.m. on the last working day before the day on which the Lessor was to deliver the Equipment.

If the cancellation is due to the cancellation by the Principal, then this cancellation is free of charge regardless of the time of cancellation.

The cancellation must be made in writing. The date of receipt of this letter by the Lessor will count as the date of cancellation.

Article 11. Price

11.1 Calculation of the Rent

The Rent is stated in the Quotation and is exclusive of VAT unless otherwise agreed. It is calculated on the Equipment, either per hour or per day, multiplied by the hiring period.

The Rent is invoiced on a weekly basis based on approved and signed daily reports by an authorised person or representative of the Lessee.

11.2 Scope of the Rent

Unless expressly agreed otherwise in the Quotation, the Rent is inclusive:

- the wages and social security contributions (including the insurance against accidents at work) of any operating and other personnel of the Lessor.
- the costs of the transfer to and from the Site of the Lessor's operating and other personnel.
- transport costs and transport insurance if applicable.
- insurance of the Equipment as a work tool and vehicle.
- Municipal taxes on motor vehicles.
- any other costs, charges, taxes, or duties, including but not limited to the environmental contribution and mileage allowance(s), claimed by any government or other authority in connection with the performance of the Agreement, even if not known or applicable at the time of the Order Confirmation.
- fuel.
- This list is not exhaustive.

Article 12. Invoice Conditions

12.1 Invoice Conditions

The Lessor will draw up the invoice on a weekly basis unless agreed otherwise.

Invoices can only be accepted if they mention:

- the name of the project.
- the reference.
- copy of the Order.
- the PO numbers.
- the period for which the hiring of the Equipment was concluded.
- a valid Social Security and Fiscal Debts certificate from the Lessor and any subcontractors.

Each invoice must be accompanied by the Lessor's approved and signed work order forms/delivery notes/day reports/A1 and Dimona/Limosa attestations.

12.2 Invoicing - Incorrect invoice

If the invoice does not meet one of the above requirements and/or the work orders have not been signed off and/or breaks/work interruptions have not been processed correctly (e.g., charged to the

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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

Lessee), the rates or the minimum hours of deployment are not in accordance with the Order Form / PO, then the invoice will not be accepted and payment will be suspended until all invoice requirements have been met and/or the work orders and/or invoices have been corrected.

If necessary, the Lessor will provide the Lessee with a credit note and a new invoice.

Silence on the part of the Lessee cannot in any way constitute implicit acceptance of the invoice. Invoices are not accepted unless the Lessee has given his prior written consent.

The hiring of additional Equipment and any Services are invoiced separately.

12.3 Terms of Payment

Invoices, which meet the above conditions, are payable sixty (60) days after the invoice date.

12.4 Late Payment

In the event of late payment, the Lessee shall only owe default interest calculated from the fifteenth (15) calendar day after receipt of the registered notice of default by the Lessor to proceed with payment. This default interest shall be calculated at the legal interest rate as determined by the Act of 2 August 2002 concerning late payment for commercial transactions.

All payments or abbreviations made by the Lessee will first be charged on the principal sum, and only afterwards on the interest and costs, whereby the Parties explicitly deviate from articles 1254 and 1255 of the Civil Code.

12.5 Set-off

The Lessee is always permitted to offset the Lessor's invoices against any claims the Lessee may have against the Lessor, regardless of the cause of this claim. The set-off may be made against all amounts owed by the Lessor to the Lessee for whatever reason, and even if the Lessee's claims are not certain, certain, and due, the Parties expressly departing from Article 1291 of the Civil Code. When both claims become due and payable back and forth, the compensation will take place immediately, automatically and by operation of law, even if the amounts owed by the Lessor to the Lessee are uncertain, disputed or not certain.

12.6 Settlement of Account

The Lessor must submit the performance statements within three (3) working days after completion of the work, failing which the Lessee will be entitled to suspend payment of the invoices.

Article 13. Social and fiscal Obligations

The Lessor may only have the assignment entrusted to it, or part of it, carried out by a third party subject to the Lessee's approval and on condition that it has notified the Lessee in writing of the sub-Lessor's details the day before the commencement of the sub-Lessor's work. The Lessee is entitled to refuse a subletting party.

In the absence of timely and correct notification, the Lessee is entitled to terminate the Agreement at the expense of the Lessor without further notice of default.

The provision of this information by the Lessor and a possible social security declaration as a result (Article. 30bis) in no way implies the agreement of the Lessee with regard to this subletting and does not release the Lessor from its liability towards the Lessee, who has no legal link whatsoever with the possible sub-Lessor. The Lessor assures that his own Lessor not only complies with the obligations of this Agreement, but also the entire social, fiscal, and labour regulations.

The Lessor or sub-lessor may not have any social security or fiscal debts. As soon as the Lessee becomes aware of any social security or tax debts on the part of the Lessor or the subletting agent or as soon as the Lessee would be held jointly and severally liable pursuant to Article 30bis §3/1 of the Law of 27/06/1969 or Article 402 §8 of the Income Tax Code, the Lessee has the right to immediately and without notice terminate the Agreement at the expense of the Lessor. In addition, the Lessor is obliged to inform the Lessee without delay of the fact that an order has been served on him in application of the aforementioned articles.

If the Lessor engages a foreign subcontractor/sub-lessor, it must ensure that the latter has fulfilled its obligations in the context of LIMOSA among other things, and it must provide the Lessee with a copy of the secondment certificates A1 before commencement of the work.

If the Services referred to in this Agreement are subject to the registration of attendance in application of Section 4, Chapter V of the Act of 4 August 1996 on the wellbeing of employees in the performance of their work, the Lessor shall ensure that any person entering the place where the Services referred to in this Agreement are performed on its instructions, is registered before entering that place. He will also ensure that the necessary data relating to his company are actually and correctly recorded and transmitted to the National Social Security Office's database.

As stipulated by the aforementioned law, the Lessee draws the Lessor's attention to the provisions of the Law of 30 July 2018 on the protection of natural persons regarding the processing of personal data.

Any Lessor who, upon receipt of the Lessee's prior written consent, entrusts the performance of part or all of the assignment to a third party, shall ensure that the obligations set out in this article are complied with by any third party, regardless of the level of subletting. The Lessor undertakes to apply a method of registration that complies with the guarantees laid down in the aforementioned legislation on the registration of presences and to make them available to the sublessee, which he in turn makes use of. If the Principal or the Lessee makes a registration system available, the Lessor must use this system and make it available to any subletting party, regardless of the level of subletting.

Sanctions

In the event of breach by the Lessor of the aforementioned provisions, and without prejudice to all other rights and means available to the Lessee in accordance with these General Hiring Terms & Conditions and/or the law, the Lessee has the right to withhold from the invoices and guarantees of the Lessor or to draw up invoices: the amount of the penalties, deductions, costs and losses of the Lessee salaries and social or fiscal debts of the Lessor, to which the Lessor is (jointly and severally) liable either personally or in application of the applicable legislation. To this end, the Lessor explicitly acknowledges that the Lessee has the right to stop any payment of invoices issued and due by the Lessor, even those relating to other agreements, as long as the NSSO or the tax administration or the Principal can invoke the (joint and several) liability and have not yet determined the amount due and payable.

In the event that the Labour Inspectorate notifies the Lessee that the Lessor or one of the sub-lessors is in default with regard to his social security and/or wage tax obligations as provided for by the Law of 12/04/1965, the Lessee has the choice either to terminate or suspend the agreement in question immediately and ipso jure to the detriment of the Lessor, or to continue that agreement, provided that the Lessor

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FORTIS BE23 0015 5828 5091
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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

provides the Lessee with sufficient financial guarantees to cover the Lessee's joint and several liability.

Article 14. Safety, Health and Environment

14.1 Obligations of the Lessor

The Lessor is responsible during the performance of any services for himself, for his personnel, for any subcontractors and for temporary workers to comply with all legal, regulatory and conventional provisions relating to labour protection (safety, health, environment,...) in accordance with the legislation in force, as provided for in Belgium in the Welfare Act of 4 August 1996, its adaptations and implementing decrees, the Codex, the ARAB, the AREI, the environmental legislation in force and more specifically in the Royal Decree of 25 January 2001 and its amendments concerning temporary or mobile construction sites.

The Lessor is responsible for compliance with the provisions of the Safety and Health Plan of the safety coordinator, the specific safety guidelines of the Lessee or those of the Principal, for itself, for its Personnel, for any sub-lessors or for interim workers.

The Lessor is obliged to comply without delay with the remarks made by the safety coordinator, prevention advisor, Lessee, site manager in the field of safety, health, or the environment.

In accordance with the provisions of the Welfare Act, the Codex and the ARAB, the Lessor is obliged to communicate the instructions in the field of safety, health, and the environment to all its employees who are charged with the performance of the work, any subcontractors, suppliers, interim workers, and appointees in a language that is understandable to them.

The Lessor, its Personnel, any sub-lessors, and interim workers undertake to deploy only medically suitable and suitably qualified persons on the Site who are aware of the risks associated with their profession and the preventive safety measures to be taken to remedy those risks. If it appears that a Staff member does not know the existing instructions, he may be refused access to the Site. Any worker employed by the Lessor who occupies a safety position must be suitable for this task, including any sub-lessor and interim workers. This must be substantiated by a valid medical certificate.

The use of alcoholic beverages, drugs or other 'stimulant' or psychotropic products on Site is prohibited. A person under the influence of, or having such characteristics, will be denied access to the Site. The Lessor will actively cooperate to establish such situations and immediately provide a suitable qualified replacement.

The Lessor, his Personnel, any sub-letters, and his interim workers shall report to the Lessee's/Principal's Site manager daily at the start of the day's work, stating the number of employees who will be present at the site that day. If a register of attendance is posted at the Site, it is compulsory to complete this register upon arrival at the Site and upon departure.

The Lessor shall actively and effectively cooperate with all common protection and safety measures throughout the Site and shall ensure that they are strictly observed by its personnel. The Lessor, its personnel, any sub-contractors, and interim workers have disposal of the correct work equipment and PPE that have been maintained and inspected.

The Lessor disposes of a SCC certificate, a Besacc certificate or has a demonstrable and verifiable own system from which it can be deduced that the SCC requirements on the work floor are met. This system includes at least the following points:

- an up-to-date safety, health, and environment (HSE) risk inventory and evaluation for all high-risk functions.
- the presence of task risk analyses for specific high-risk activities.
- Systematic application of Last-Minute Risk Analysis (LMRA).

- the provision of appropriate and well-maintained personal protective equipment, free of charge for workers and, if necessary, exchanged free of charge.
- a valid certificate / attestation 'Safety for Operational Managers (VOL) VCA'.
- All employees have specific knowledge and sufficient experience related to the specific tasks or work to be performed by them in a high-risk environment.
- a company specific HSE information and instruction.
- sufficient preventive environmental measures aimed at preventing soil pollution and waste management.
- all operational managers carry out regular workplace inspections.
- a periodic medical examination in accordance with the laws and regulations in force for all employees.
- All work equipment and personal protective equipment used shall be periodically inspected.
- reporting and registration of (near) accidents, incidents, or quality problems on the Site according to a company procedure.
- a procedure for the investigation of accidents and incidents.

The Lessee is entitled to carry out an audit in which the Lessor must demonstrate that the above requirements have been met.

All accidents, incidents or dangerous situations must immediately be reported verbally to the Lessee. The Lessor must complete the QESH form within forty-eight (48) hours at the latest. In the event of the aforementioned incidents, the Lessor and in particular his operational assistant must cooperate free of charge to investigate the accident.

14.2 Non-fulfilment of these Obligations

Non-compliance by the Lessor itself, its Personnel, any sub-Lessor, its personnel and interim workers with its health and safety obligations implies that the Lessee may, after notice of default to the Lessor, take all measures at the Lessor's expense pursuant to art. 29 of the Welfare Act of 4 August 1996 to ensure compliance with its health and safety obligations and this without prejudice to the Lessee's right to terminate the present agreement immediately at the Lessor's expense.

In the event of serious and imminent danger, the Lessee is exempt from the notice of default referred to in the previous paragraph.

If the Lessor fails to comply with one or more of the provisions referred to in this article, this shall constitute a contractual breach without further notice of default and the Lessor shall be obliged to reimburse the Lessee all costs and any penalties in the broadest sense of the word arising therefrom.

Moreover, in the event of a breach of the safety rules by a specific person, this person may be immediately refused access to the Site. Under no circumstances can the removal of a person for the Lessor give rise to an increase in the Price or any other additional compensation, but an appropriately qualified replacement will be provided immediately.

Article 15. Contractual Default

15.1 Determination and identification of contractual Shortcomings

The Lessor is in breach of its contractual obligations in the following circumstances, without this enumeration being exhaustive:

- if the Lessor does not make the Equipment or part of it available to the Lessee in accordance with the Contractual Documents or if the Equipment does not comply with all other requirements imposed on it, expressly or in accordance with commercial

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BIC BELFIUS GKCCBEBBjp





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

practice and taking account of the circumstances on the Site, including the slightest error,

- if the Lessor fails to comply with the insurance obligations of these General Hiring Terms & Conditions,
- if the Lessor fails to comply with one or more obligations contained in the Agreement.

As soon as the Lessor receives a notification from the Lessee stating his contractual breach, the Lessor must, within the period set out in this notification, submit its complete and sufficiently substantiated defense to the Lessee in writing and make all appropriate comments. In this letter the Lessor will make any proposals to rectify his shortcomings.

If the Lessor fails to put forward a defense within the aforementioned period, after the aforementioned notification has been sent by the Lessee, the Lessor shall be deemed to have irrefutably agreed to the contents of the notice of default. This will be regarded as acceptance of his default.

The Lessor shall immediately report in writing to the Lessee fact or circumstance that could constitute his default.

15.2 Means of action by the Lessee

The Lessor is obliged to compensate the Lessee for all direct or indirect costs and damage as a result of these measures and as a result of the improper performance of the Agreement.

The Lessor is solely responsible for the proper, timely and complete performance of the Agreement in accordance with the Contractual Documents and the applicable laws and regulations, both in respect of the Lessee and third parties. He will compensate all damage caused directly or indirectly by its contractual failure. He indemnifies the Lessee against all direct and indirect consequences if the Equipment, including any transport, installation, and assembly thereof, causes damage to third parties or to the Lessee or his appointees.

Article 16. Explicit Dissolution Clause

16.1 Dissolution by both Parties

Notification

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

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.

16.2 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 reorganization, 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.

The termination does not give any right to compensation.

16.3 Dissolution by the Lessee

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

a. Obligations under Article 13

If the Lessor fails to comply with one or more of the obligations contained in Article 13 of these General Hiring Terms & Conditions.

b. Obligations under Article 14

if the Lessor fails to comply with one or more of the obligations contained in Article 14 of these General Hiring Terms & Conditions.

c. Repeated failure to meet substantial obligations

If the Lessor repeatedly fails to fulfil his substantial obligations, the Lessee may, without prejudice to his right to compensation for damage as described in Article 16(4) of these General Hiring Terms & Conditions, terminate the Agreement after he has given the Lessor a reasonable period of time in writing and the Lessor has not yet fulfilled his obligations at the end of that period.

16.4 Dissolution by the Lessor

Dissolution due to 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 thirty (30) calendar days, the Lessee fails to settle the outstanding invoices in whole or in part.

If the Lessor wishes to exercise its right of dissolution, it must inform the Lessee thereof by registered letter within a reasonable period after it became aware of the circumstance giving rise to the dissolution.

16.5 Reimbursement in the Event of Dissolution

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

In the event of dissolution by the Lessor, the Lessor reserves the right to claim compensation in accordance with the provisions of Article 12(4).

16.6 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 concourse. 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 17. Liability of the Lessor

The Lessor shall be liable for all errors, defects, flaws, miscalculations, negligence, delays, and other contractual defaults attributable to it. The Lessor shall compensate in full for all damages and all other adverse consequences, foreseeable or unforeseeable, suffered or suffered by the Lessee or third parties and which are directly or indirectly based on such faults, defects, inadequacies, miscalculations, default, negligence, delays, and other contractual defaults attributable to the Lessor.

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BIC FORTIS GEBABEBB

BELFIUS BE87 0688 9318 2794
BIC BELFIUS GKCCBEBBbj





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

Article 18. Lessee's liability

18.1 Limited Liability

To the extent that the Lessee is liable, his liability will be limited to what will effectively and effectively be reimbursed within the framework of his civil liability policy. The Lessor acknowledges that it is aware of and accepts the contents thereof. This insurance policy is available for inspection at the Lessee's office. An insurance certificate will be provided to the Lessor on first request. The Lessor agrees to respect the confidentiality of this document. The Lessee explicitly exonerates himself for any damage exceeding the amount paid out by the insurance.

18.2 Exclusion of Liability

The Lessee is not liable for any normal use and wear and tear of the Equipment.

(Absence) of Damage Report

If, at the commencement of the hiring period, no contradictory damage report has been drawn up which records the condition and any damage to the Equipment, as a result of which any damage caused during the hiring period cannot be distinguished from damage already present, the Lessor cannot hold the Lessee liable for any damage unless there is (other) evidence clearly documenting the damage.

Parties, but also the Client of the Lessee, can never be held liable for any indirect and/or immaterial damage, such as: loss of profit, loss (of clients), loss of goodwill, business stagnation, ...

18.3 Burden of Proof

In any case, the burden of proof of (the extent of) the damage lies with the Lessor.

Article 19. Force Majeure

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

19.1 Requirements

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

- that such an impediment is beyond its reasonable control; and
- that this could not reasonably have been foreseen at the time of the conclusion of the agreement; and
- that the consequences of the impediment could not reasonably have been avoided by the Party affected.

Are never considered Force Majeure:

- the bankruptcy of the Lessor.
- a strike or lock-out of the personnel of the Lessor.

19.1.1 Where an affected Party fails to fulfil one or more of its contractual obligations because of a default, in whole or in part, of a third party which it has engaged to perform the whole or part of the Agreement, the contracting Party may invoke Force Majeure only to the extent that all requirements of Article 19(1) a-c are met for both the affected Party and the third party.

19.1.2 In the absence of proof to the contrary, the following events below are deemed to satisfy all the conditions of Article 19(1) and the affected Party only must demonstrate that all conditions of Article 19(1) are satisfied to qualify Force Majeure:

- war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilization.

- 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, nationalization.
- closures or delays at border posts, delays at ports or tolls, etc.
- pandemic, epidemic, natural disaster, or extreme natural event.
- explosion, fire, destruction of Equipment, prolonged break-down of transport, telecommunication, information system or energy.
- 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.

19.1.3 The affected Party shall immediately give notice of the event to the other Party.

19.1.4 The Party justifiably invoking Force Majeure in accordance with the above is relieved from its obligation to fulfil its contractual obligations and from any liability for damages or contractual compensation for breach of contract from the moment that the impediment causes the impossibility to perform, provided that notice thereof is given without delay. If the notification is given without delay, the exemption to fulfil shall take effect only from the moment the notification thereof reaches the other Party.

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

19.1.5 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 Agreement but shall merely suspend it.

The affected Party must immediately inform the other Party as soon as the force majeure no longer prevents the performance of its Agreement.

The affected Party is obliged to take all reasonable measures to mitigate the effect of the event invoked in the performance of the Agreement.

19.1.6 If the duration of the impediment invoked results in the Parties being substantially deprived of what they could reasonably have expected based on the Agreement, either Party shall be entitled to terminate the Agreement by giving notice to the other Party giving a reasonable period. Unless otherwise agreed, the Parties expressly agree that the Agreement may be terminated by either Party if the duration of the impediment exceeds fourteen (14) days.

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

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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

19.2 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.

19.2.1 The following events are regarded as unforeseen circumstances:

- Bad weather conditions.
- If the assignment is cancelled by Lessee's Client.

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

- a. the continued performance of its contractual obligations has become excessively onerous due to an event beyond its reasonable control which it could not reasonably have expected or which it should have considered at the time of the concluding the Agreement; and that
- b. could not reasonably have been possible to avoid or prevent the event or its consequences,

the 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.

Article 20. Insurances

20.1 Minimal Insurance

The Lessor must take out insurance to cover damage to and/or loss of the Equipment. The Lessor will also take out civil liability insurance to cover its liability for all damage caused to third parties, including the Lessee, by the Equipment and/or Operational Staff.

The fact whether the Lessor is insured, yet the extent of the cover under this insurance, does not affect the Lessor's liability towards the Lessee and third parties including the Principal/Client.

The policies subscribed by the Lessor contain a waiver clause vis-à-vis the Lessee and the companies associated with the Lessee as stipulated in article 1:20 of the Law on companies and associations (Wet op de Vennootschappen en Verenigingen), as well as their respective directors, their representatives, employees, servants, agents, or subcontractors.

The exemption and the uncovered risks are for the account of the Lessor.

20.2 Submission Insurance Policies

At the simple request of the Lessee, the Lessor must submit to the Lessee the insurance certificate(s) of all legally required insurances as well as of the insurances as described in this Article, stating that the policies have been taken out and the premiums have been paid.

The Lessee will be notified immediately, directly and in writing by the insurer and the Lessor in the event of amendment, suspension, destruction, or cancellation of the policy.

Article 21. Protection of Personal Data

21.1 GDPR

The Parties undertake to comply with applicable data protection legislation, in particular the General Data Protection Regulation ("GDPR") 2016/679, and to ensure that its personnel and subcontractors also comply with this legislation.

21.2 Processing of Personal Data

Both Parties process the personal data they receive from each other for the purpose of the performance of the contract, the keeping of supplier/client management, the accounting, the management of any disputes and direct marketing activities.

21.3 Lawful Basis

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

21.4 Appropriate Measures

Both Parties adopted appropriate measures to guarantee the privacy and security of the personal data. Both Parties will only transfer these personal data to processors, recipients and/or third parties insofar as this is necessary for the purpose of the processing.

21.5 Responsibility Parties

Both Parties are responsible for the accuracy of the personal data they provide each other, guarantee that they have sufficient lawful basis to provide the personal data and undertake to comply with the General Data Protection Regulation with regard to the data subjects from whom the personal data have been provided, as well as with regard to all possible personal data that the Parties would receive from each other's employees.

21.6 Data Protection Notice

The Lessor undertakes to provide this information about the processing to those concerned, including reference to the Data Protection Notice.

21.7 Rights of Data Subjects

The Lessor confirms that he has been adequately informed about the processing of his personal data and about his rights of access, correction, deletion, and objection. For more information: consult the Data Protection Notice on the website: <http://www.aertssenkranen.be/en/privacy/>.

Article 22. Translation General Hiring Terms & Conditions

These General Hiring 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 Hiring Terms & conditions shall be transmitted to the Lessor in Dutch or English, depending on the Lessor's choice.

Article 23. Disputes

23.1 Applicable Law

The Agreements concluded by Aertssen Kranen and all other obligations of Aertssen Kranen are subject exclusively to Belgian law, to the exclusion of provisions of a private international law nature or other rules which make the law of another jurisdiction outside Belgium applicable.

23.2 Competent Court

Any and all disputes relating to the conclusion, validity, interpretation and/or performance or termination of the Agreements shall be

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subject to the exclusive jurisdiction and venue of the Courts and Tribunals of Antwerp, Antwerp Division.

Article 23. 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.

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