

General rental conditions

Article 1: Rental period and rent prices

- 1.1 The rental agreement is made for periods of weeks, Monday to Sunday.
- 1.2 If the Renter does not make use of the machine, this will be at his risk and this will therefore not affect his payment obligations.
- 1.3 Rent prices are according to the signed rental contract, the prices exclusive of VAT and additional costs (as specified in the rental contract).
- 1.4 The rent price owed by the renter will be calculated as of the week (Monday to Sunday) on which the Machine was rented up to and including the termination week, on which the machine is returned or retrieved pursuant to Article 5.1.

Article 2: Commencement of Agreement

- 2.1 Will be effected when the Machine is placed at the disposal of the renter at a location specified by Amphitec Rental B.V. Upon commencement of the Agreement the renter and Amphitec Rental B.V. will agree whether transport of the machine will be arranged by Amphitec Rental B.V. or by the Renter itself. Transport costs are for renter.
- 2.2 The renter guarantees proper accessibility of the location referred to in Paragraph 1 of the transport vehicle in question. If the machine cannot be delivered due to insufficient accessibility of this location Amphitec Rental B.V. has the right to charge the renter for such transport and lost rent income.
- 2.3 Amphitec Rental B.V. will determine the exact places where the machine may be placed.
- 2.4 The renter will sign the receipt report to be handed over upon delivery for correct and complete delivery and for the condition of the machine. If delivery takes place in the absence of the renter, the renter will automatically have stated to agree with the proper delivery and condition of the machine and with the contents of the receipt report.

Article 3: Use

- 3.1 As soon as the machine has been placed at the disposal of the renter, he is fully responsible and liable for the rented machine and the use thereof is at his expense and risk. The renter will take care of the machine as a good custodian and secure it in an effective manner.
- 3.2 The renter will use the machine in an expert manner and only in conformity with the purpose for which it was made. If certain risks are connected with the use by the renter the renter is obligated to inform Amphitec Rental B.V. hereof in writing upon commencement of the Agreement.
- 3.3 During the rental period the renter is obligated to comply with all applicable safety regulations and other regulations imposed by the government. The renter indemnifies Amphitec Rental B.V. against all damage ensuring from non-compliance by the renter with these regulations. The renter must himself take care of permits. Driving licences and the like which are necessary for the use of the machine. Any costs which are connected therewith are at the renter's expense.
- 3.4 The renter is not permitted:
 - a. To transport the machine to another country or to use it for other work;
 - b. To effect repairs to the machine or affix the replacement parts and/or implement other changes to the machine, subject to the explicit written prior permission of Amphitec Rental B.V. except the provisions as explained in Article 3.5 and 3.6;

- c. To sublet the machine grant a pledge their over, encumber the machine or make it available to a third party in any other way;
- 3.5 The renter will provide the machine with fuel, charge batteries where applicable and regularly clean the machine.
- 3.6 Every day the renter will:
 - a. Inspect the machine as to its proper working;
 - b. Inspect the level of the lubricant, coolant, anti-freeze, electrolyte, hydraulic oil, brake fluid and any other fluids and where necessary to top up such fluids in conformity with the regulations;
 - c. Inspect the condition of the various fluid systems of the machine, such as pipes and joins.
- 3.7 In the event of theft of the machine or if damage is noted. If there is a risk of damage or any defect to the machine the renter is obligated to immediately inform Amphitec Rental B.V. thereof. In the event of theft the renter is obligated to immediately report such to the police. If Amphitec Rental B.V. suffers any loss as a result of the non-performance by this duty to give notice, the renter is liable for such loss.
- 3.7 Upon the request of Amphitec Rental B.V. the renter is obligated to make the machine available for inspection and/or maintenance other than daily maintenance. The renter gives Amphitec Rental B.V. advance permission to enter the buildings and sites of the renter or the buildings and sites where the machine is located.
- 3.8 If an agreement is made with several renters, all obligations of the agreement on the part of the renters are several.
- 3.9 The renter is obligated to give Amphitec Rental B.V. the opportunity to affix (illuminated) advertising or other forms of expression to the machine. The renter is only permitted to affix (illuminated) advertising or other expressions to the machine during the term of the agreement after having received the explicit permission of Amphitec Rental B.V. therefore; any advertising fees owed in this respect are at the renters expense.
- 3.10 During the term of the agreement, any charges levied locally on projections over public land are at the renters expense.

Article 4: End of agreement

- 4.1 The renter must give notice of the return of the machine to Amphitec Rental B.V. at latest one working day before the end of the agreement or as much earlier as the renter wishes to return the machine, unless otherwise agreed.
- 4.2 In the event that Amphitec Rental B.V. is to retrieve the machine the renter will provide a clear description of the location where Amphitec Rental B.V. is to retrieve the machine and will keep the machine ready for transport. Retrieval by Amphitec Rental B.V. will be charged to renter. The renter is obligated to see to proper accessibility to this location for the relevant transport vehicle. If the location is not properly accessible and consequently the machine can not be retrieved, Amphitec Rental B.V. has the right to charge the renter for this ride and the lost rent.
- 4.3 The renter will return the machine in a clean condition, with a charged battery and/or a full tank of fuel. Upon termination of the agreement Amphitec Rental B.V. will inspect the machine and draw up an inspection report of which the renter will receive a copy in the event of deviations with regard to the conditions of the machine upon delivery. If the renter does not perform these obligations or the machine is not in order for some other reason, the extra costs, which Amphitec Rental B.V. incurs, are at the renters expense.
- 4.4 Renter will clean the machine inside and outside. If renter fails to do so all costs made by Amphitec Rental B.V. to do the above will be charged to renter.

Article 5: Dissolution

- 5.1 Amphitec Rental B.V. has the right without the need for prior notice of default, to dissolve the agreement by means of written notice to the renter in the event:
- a. Of improper performance by the renter of his obligations under the agreement;
 - b. The renter petitions for bankruptcy or a moratorium;
 - c. Third parties attach or seize the machine;
 - d. Circumstances at the renter, which entails a considerable encumbering of the risk of Amphitec Rental B.V. and/or could, impede the normal completion of the agreement.
- 5.2 In the event of force majeure, Amphitec Rental B.V. has the right to dissolve the agreement, in whole or in part, without any judicial intervention, or to suspend performance thereof, without Amphitec Rental B.V. being obligated to pay any compensation.

Article 6: Payment

6. Invoicing of the rent price by Amphitec Rental B.V. to the renter will be per week or per month at Amphitec Rental B.V.'s election. Payment per week or per month in advance. All payments which are to be made to Amphitec Rental B.V. pursuant to these General conditions and the additional rental contract must be effected by transfer to the account number set out in the invoice in advance according to the invoice date without any set-off under any heading whatsoever.

Article 7: Liability and Insurance

- 7.1 Amphitec Rental B.V. is except insofar as the law imposes a mandatory obligation of compensation on Amphitec Rental B.V. and subject to those cases in which there has been intent or gross negligence on the part of Amphitec Rental B.V. not liable for:
- a. Damage resulting from delayed delivery and/or the renting of an unsound machine, or other transactions;
 - b. Damage due to intent, wilful misconduct or negligence of those parties whom Amphitec B.V. engages in the performance of the agreement, regardless of who employs them;
 - c. Damage caused by the equipment, auxiliary and transport equipment used by Amphitec Rental B.V., in those cases where Amphitec Rental B.V. is liable. Such liability is limited to the amount to be paid out under the insurance taken out by Amphitec Rental B.V. or to the amount for which Amphitec Rental B.V. should reasonably have been insured on the basis of standards applicable in the industry.
- 7.2 During the period that the machine is in the control of the renter, the renter is liable to Amphitec Rental B.V. for all damage to the machine, regardless of whether such damage is compensated by any insurance. Damage also means the machine going missing, embezzlement, alienation, theft and total loss.
- 7.3 The renter is liable for all damage caused by, or by the use of the machine during the period that the machine is in the power of the renter, regardless of whether such damage is compensated by any insurance.
- 7.4 For the term of the agreement the renter indemnifies Amphitec Rental B.V. against all claims of third parties for compensation in connection with (with the use of) the machine.
- 7.5 During the period that the machine is in the hands of the renter, the renter is obligated to take out hull insurance on behalf of the machine, on the basis of the acquisition value of the machine and comprehensive hull insurance, with Amphitec Rental B.V. as the co-insured.
- 7.6 At the request of the renter, Amphitec Rental B.V. will take care of the hull insurance in conformity with the police conditions, which are available for inspection at Amphitec Rental B.V. In such case the renter will be invoiced for the premium plus costs owed by the renter, simultaneously with the rent price. Damage caused by using the equipment is not insured.
- 7.7 Own risk of EUR. 2.500,-- third party and Eur. 7.500,-- comprehensive and machine failure. Insurance does not cover damages caused by working with the machines.
- 7.8 Only when applicable: The insurance under the Motor Insurance Liability Act (Wet

Aansprakelijkheidsverzekering Motorrijtuigen; W.A.M) will be taken care of by Amphitec Rental B.V. The conditions of this insurance are available for inspection at Amphitec Rental B.V.. The premium which Amphitec Rental B.V. is bound to pay for the Machine under the W.A.M. is included in the rent price.

- 7.9 For every incident, which is covered by one of the above-mentioned insurance, the renter owes Amphitec Rental B.V. an amount for excess. The amount of the excess is determined in the insurance overview that is available for inspection at Amphitec Rental B.V.
- 7.10 If the machine is lost or damaged, the insurance benefit must be paid to Amphitec Rental B.V. The renter is bound to inform his insurers of this obligation, and to inform Amphitec Rental B.V. of the names and addresses of his insurers, Amphitec Rental B.V. is entitled to inform said insurers of the fact that any insurance benefits in respect of the machine owned by Amphitec Rental B.V. are to be paid to Amphitec Rental B.V.

Article 8: Proof

8. With regard to the monetary scope of the mutual obligations ensuing from the agreements made with Amphitec Rental B.V., subject to any evidence to the contrary, the administrative data of Amphitec Rental B.V. are decisive.

Article 9: Applicable law

All agreements of agreements there from of Amphitec Rental B.V. with the renter and these General Conditions are governed by Dutch law.

Article 10: Competent court

The competent court in Rotterdam has exclusive jurisdiction to adjudicate disputes ensuing from agreements made between Amphitec Rental B.V. and the renter, unless Amphitec Rental B.V. prefers to bring the matter before the competent court of the renter place of residence or business.
