

General Terms and Conditions Rental Agreement of Blue Workx B.V.

Article 1 – Definitions

- a. Lessor: Blue Workx B.V., registered in the commercial register of the Chamber of Commerce under number 12033707.
- b. Lessee: a company that concludes a rental agreement for material handling or storage equipment or an inloader flats with the Lessor.
- c. Object: The material handling or storage equipment, inloader flats or any other object as stated on the material handover document.
- d. Day: A period of 24 hours, on the understanding that a part of 24 hours always constitutes a full rental day.
- e. Maintenance: Maintenance as described in the Maintenance Instructions of the manufacturer or suppliers of the manufacturer of the equipment.
- f. Rental Fee: The net Rental Fee to be increased by 21% VAT and any other taxes or statutory surcharges.
- g. Normal wear and tear: The factory standards for wear and tear of parts.
- h. Current value: The new market value of the item per date of damage / date of loss, minus depreciation based on the age of the lost item.
- i. Depot: The location from which the Lessor provides the equipment.
- j. Agreement: The rental agreement(s) concluded between Blue Workx and the Lessee, to which the General Terms and Conditions Rental Agreement, as well as any additional terms and conditions, apply.
- k. Packing list: When the Lessor hands over the Object to the Lessee, the Lessee will be provided with a document that specifies the Object, the condition of the Object and the date on which it was handed over to the Lessee.
- l. Receipt: A document provided by Lessor when the Object is returned. This document specifies the Object, the condition of the Object and the date on which it was returned.
- m. Instructions for use: The Lessor provides the Lessee with instructions for use of the Object that specify how the Object should be used and maintained.

Article 2: Conclusion of the Rental Agreement

- 2.1 All proposals are made without obligation. The Lessor is entitled to revoke their proposal. An Agreement is only concluded if and insofar as the Lessor has issued an order confirmation or concluded a rental agreement with the Lessee. The Agreement is deemed to have been concluded at the time that order confirmation was sent by the Lessor, or the rental agreement was signed by the Lessee or confirmed otherwise.
- 2.2 The order confirmation, or the rental agreement, is deemed to fully and correctly reflect the content of the concluded Agreement. The Lessee is deemed to agree with the content of the order confirmation, unless the Lessee informs the Lessor in writing that it disagrees with the content within five (5) working days of the date of the order confirmation. The Lessee agrees to the content of the order confirmation by signing/ confirming the rental agreement.
- 2.3 A written proposal can only be revoked or amended in writing, and only if this revocation or request for amendment has reached the Lessor, before the order confirmation has been sent or before the Lessor has proceeded to the actual performance of the Agreement. In any case, a written order or reservation becomes irrevocable if a revocation has not been sent within five (5) working days of the date of the revocation. An order or reservation made verbally is irrevocable.
- 2.4 The Lessor is entitled to refuse an order or reservation without stating any reasons.

Article 3 Duration of the rental period

- 3.1 The rental agreement is concluded for the period stated in the rental agreement. The minimum rental period is two (2) months, unless explicitly agreed otherwise in writing by the Lessor and Lessee.
- 3.2 The Lessee may terminate the rental period, with due observance of the agreed rental period, by returning the leased equipment to the Lessor's depot at Groethofstraat 24, Venlo or to a place designated by the Lessor. The Lessor may terminate the rental period prematurely by giving written notice of termination of the Agreement with due observance of a period of one (1) week, without prejudice to its rights under Article 4 of the General Terms and Conditions Rental Agreement
- 3.3 If and insofar as the Lessee terminates the rental period within the agreed rental period, the Lessee will owe the rental fees in full over the entire agreed rental period, unless otherwise agreed in writing with the Lessor.
- 3.4 The Object will be made available by the Lessor to the Lessee for the rental period from the Lessor's branch at Groethofstraat 24, Venlo. The rental period commences from the agreed time the Object is made available. The rental period ceases when the Object is returned at the end of the rental period and is recorded using a receipt. If the Objects are returned earlier than the agreed end of the rental period, the date of the end of the rental period as specified in the order confirmation or rental agreement applies.
- 3.5 If it has been agreed that the Lessor will collect the rented object, the following applies: after written termination of the rented object by the Lessee, on the date specified in this termination notice, but at least two (2) working days after the date of termination.

Article 4 –Termination

In the event the Lessee fails to fulfil its obligations, or in the event of seizure of its goods, or an application for seizure, suspension of payment, bankruptcy, homologation by private agreement, liquidation, receivership or any other act of administration, such as the application of the Debt Rescheduling Natural Persons Act, the Lessor will be entitled, without further notice of default being necessary, to terminate the Agreement, without judicial intervention, by notifying the Lessee of this in writing, without prejudice to the Lessor's right to claim compensation from the Lessee for costs, damage and interest and without prejudice to its rights under Article 6:265 of the Dutch Civil Code and without the obligation to pay any compensation to the Lessee. In such case, the Lessee is obliged to immediately return the Object to the Lessor, failing which the Lessor is entitled to obtain possession of the Object in a way determined by the Lessor.

Article 5 Extension of the rental agreement

The Lessee is obliged to return the Object to the depot no later than the time and date specified in the rental agreement, unless the Lessee has previously requested an extension of the rental period in writing and this extension has been granted by the Lessor in writing. These General Terms and Conditions Rental Agreement also apply to the extended rental period.

Article 6 Exceeding the rental period

If the Object is not returned to the Lessor within the rental period, or extended rental period, specified in the rental agreement, the rental fee will automatically continue under the same conditions as stated in the order confirmation or rental agreement up to and including the day that the Object is returned to the Lessor again. The Lessor will provide the Lessee with a receipt.

This does not affect the Lessor's entitlement to recover any further damage suffered by the Lessor and the recovery costs incurred, unless the Lessee demonstrates that exceeding the rental period is the result of a circumstance beyond its control. If the situation stated in Article 4 (termination of the rental agreement by the Lessor as a result of failure by the Lessee to fulfil its obligations) occurs, Article 6 applies mutatis mutandis.

Article 7-Increase in rental fee

The Lessor is entitled to increase the agreed Rental Fee in the interim period in the event of external cost-increasing circumstances. In such case, the Lessee is entitled to terminate the rental agreement in the interim period within eight (8) days after notification thereof, with due observance of a period of two (2) weeks, during which the agreed Rental Fee still applies.

Article 8 Authorisation of the person receiving the object

The Lessee hereby expressly and irrevocably authorises anyone who receives the Object to be rented on its behalf at the start of the rental period, or returns it at the end of the rental period, to perform all necessary (written) formalities, such as inspecting and checking the Object, accepting and transferring the Object and the associated documents and drawing up and signing the Packing Slip on behalf of the Lessee.

Article 9 Handover of Object

By signing the packing slip, the Lessee acknowledges receipt of the Object in a good condition of Maintenance and without defects. The Lessor grants the Lessee the opportunity to inspect the Object, or to have it inspected, prior to receipt.

Article 10 Obligations of the Lessee

The Lessee / their employees, auxiliary persons and/or other persons who use the Object on behalf of and/or under the responsibility of the Lessee must be familiar with the instructions for use and/or (other) manuals that accompany or are attached to the Object and is/are obliged to act in accordance with these instructions. The Lessee also guarantees that all persons who use the Object are competent with regard to the use of the Object.

Operators work under the responsibility of the Lessee. The Lessee indemnifies the Lessor against any liability, except in the event of intent or gross negligence.

Article 11 Return of Object

- 11.1 The Lessee is obliged to return the Object to the Lessor's depot where the Object in question was collected, in the same condition as described in the packing slip, at the end of the rental period. The same condition is understood to be with the exception of normal wear and tear. If the rented Object is not returned in the same condition as it was collected, the Lessor will notify the Lessee within two (2) working weeks and state the necessary costs for repair. This damage report will specify a period of time within which the damaged Object will be made available to the Lessee to obtain a counter-expertise assessment. After this period, repairs or replacements will be performed and all costs as referred to in Article 11.1 will be charged to the Lessee. If the Lessee does not exercise the right to obtain a counter-expertise assessment, the damage assessment by the Lessor is binding.
- 11.2 Returning the Object to the Lessor after business hours is forbidden.
- 11.3 Disconnecting, unloading or parking the Object in the street outside the Lessor's premises is forbidden.
- 11.4 The Lessee must also ensure that the Object is sorted, cleaned, ordered and stacked. If it has been agreed that the Lessor will collect the rented object, the following applies: If the Object has not been prepared for transport, the Lessee must pay a waiting fee of €80 per hour with a maximum of €800 per calendar day excluding VAT.
- 11.5 If the Lessee is obliged to return the Object to the Lessor or third parties, they must also return the documents accompanying the Object to the Lessor or third parties.
- 11.6 The Lessor will provide the Lessee with a receipt as proof of return of the Object and the accompanying documents to the Lessor by the Lessee. The Object is only deemed to have been returned to the Lessor if the Lessee has a receipt provided by the Lessor, unless otherwise stated on the receipt.

Article 12 Invoicing and payment

- 12.1 Rental instalments must be paid in advance, in Euro. The amount due under the rental agreement or these General Terms and Conditions Rental Agreement must be paid by the Lessee within thirty (30) days of the invoice date without any discount or compensation, unless agreed otherwise. The Lessee will be deemed to be in default of payment of the invoice if no payment has been made within thirty (30) days of the invoice date, as well as in the event of an application for suspension of payment or suspension of payment, homologation by private agreement and/or bankruptcy, liquidation, receivership or any other act of administration. In the event that the Lessee fails to pay an invoice from the Lessor on time, they will owe interest of 1.5% per month from the due date, whereby part of a month will be regarded as a full month, without prejudice to the Lessor's entitlement to additionally claim fulfilment of payment and/or additional compensation.
- 12.2 Prices in the rental agreement are based on calendar weeks. Part of a calendar week will be invoiced as a full calendar week.
- 12.3 The period to object to an invoice expires ten (10) days after the invoice date. Without the written permission of the Lessor, the Lessee is not entitled to any settlement or suspension of the fulfilment of its payment obligation.
- 12.4 Prices are exclusive of turnover tax and other levies or taxes imposed by the government, including customs formalities, and exclusive of transport costs.
- 12.5 Invoices are exclusively sent digitally.
- 12.6 In the event of a (provisional) suspension of payment, homologation by private agreement, bankruptcy, cessation of activities, liquidation or receivership of the Lessee, all Agreements with the Lessee will be dissolved, unless the Lessor notifies the Lessee within a reasonable period of time to demand fulfilment of (part of) the relevant Agreement(s). In this case, the Lessor is entitled, without notice of default, to suspend the performance of the relevant Agreement(s) until payment has been sufficiently secured, without prejudice to the Lessor's further rights.
- 12.7 In the cases referred to in paragraph 12.6, all claims of the Lessor against the Lessee are immediately due and payable in full, and the Lessee is obliged to immediately return the leased Objects and the Lessor is entitled to gain access to the Lessee's premises and buildings and to enter them in order to take possession of the relevant Objects. All costs incurred and damage suffered by the Lessor as a result will be charged to the Lessee.

Article 13 Extrajudicial collection costs

- 13.1 The Lessee is obliged to pay all costs arising from the enforcement of the Lessor's rights under the rental agreement or these General Terms and Conditions Rental Agreement.
- 13.2 All costs incurred as a result of judicial or extrajudicial collection of the claim will be charged to the Lessee, including insofar as these costs exceed the legal costs. This concerns at least the costs of the principal sum in accordance with the Dutch Decree for the reimbursement of extrajudicial collection costs of 1 July 2021 (Government Gazette (*Staatsblad*) 2012/141), with a minimum of €375.
- 13.3 Payment is first deducted from the collection costs, then from the interest owed and then from the principal sum. If the Lessee has several unpaid invoices, payment will first be deducted from the oldest invoice and then from the second oldest invoice, with due observance of the provisions of the previous sentence, and so on.
- 13.4 If, in the opinion of the Lessor, the Lessee's financial position or payment behaviour gives cause to do so, the Lessor is entitled to require the Lessee to provide (additional) security in a form to be determined by the Lessor. If the Lessee fails to provide the required security, the Lessor is entitled, without prejudice to its other rights, to immediately suspend the further performance of the rental agreement. All sums owed by the Lessee to the Lessor for whatever reason are immediately due and payable.
- 13.5 In the event of liquidation, (an application for) homologation by private agreement, (an application for) bankruptcy, application of the legal debt restructuring scheme, cessation of business activities or suspension of payment, the claims on the Lessee are immediately due and payable.
- 13.6 In the event of joint rental, the Lessees are jointly and severally liable for the payment of the rental fee. If the Object is rented for several companies within a group, all companies and companies that are part of this group are jointly and severally liable for the payment of the rent.

Article 14 Use, Maintenance and Damage

- 14.1 The Lessee may only use the Object competently and correctly or allow it to be used as intended. The Lessee is prohibited from using the Object in any other way or in a way that is not considered customary according to general public opinion.
- 14.2 During the term of the Agreement, the Lessee must perform (standard) maintenance activities on the Object. The necessary maintenance work and the extent of maintenance are specified in the checklist, which is attached to the rental agreement as an annex and forms an integral part of the rental agreement.
- 14.3 The Lessee must immediately and fully repair, or have repaired, any damage caused to the Object during its rental period, after obtaining consent from the Lessor.
- 14.4 In the event that the Lessee fails to perform maintenance activities or repair damage in time, the Lessor is entitled to perform these activities, or have these activities performed, at the expense of the Lessee. The Lessee must provide full cooperation to the Lessor in order to have these activities / repairs performed. If the Lessee is unable to use the Object due to not performing maintenance work or not having damage repaired or due to damage to the Object, this is at the risk and expense of the Lessee.
- 14.5 If, during the rental period, the Object or any part of the Object is lost, stolen or destroyed, or damaged in such a way that it can no longer reasonably be repaired, the Lessee undertakes to reimburse the Lessor for the Current Value of the Object, or part of the Object, on the date of notification.
- 14.6 The Lessee must pay the Rental Fee up to the return date for any missing rental items whose Current Value has already been charged to the Lessee by the Lessor and which are later found and returned by the Lessee. The Lessor will deduct this from the reimbursement of the Current Value to be repaid to the Lessor.
- 14.7 If the rented Object cannot be used for a certain period of time due to damage caused during the rental period, this period will be charged as rental time to the Lessee until the rented Object can be used again.
- 14.8 The Lessee will be held liable, regardless of whether it is responsible for the damage, loss, theft or rendering the Object unusable or worthless.
- 14.9 The Lessee may only use the Object for its own business. The Lessee is not permitted to use the Object in any way that conflicts with the interests of the Lessor.
- 14.10 During the period that the Lessee has the Object at its disposal, any costs associated with the use of the Object, such as storage and cleaning, are for the expense of the Lessee.

Article 15 Inspection of Object

- 15.1 The Lessor is entitled to inspect the Object at the site where it is located at all times. The Lessor is entitled to retrieve the Object in the event of any negligence whatsoever with regard to the provisions of these General Terms and Conditions Rental Agreement. The Lessor will unload and store any cargo present in or on the Object at the expense of the Lessee, in which case the Lessor will have the right of retention of cargo. The Lessee grants the Lessor irrevocable authorisation to enter the place where the Object is located.
- 15.2 The Lessor is entitled to inspect the Object or have it inspected at all times and to pass on the costs of the inspection, as well as the costs of maintenance or repair in compliance with the preceding articles. to the Lessee, if there are any shortcomings on the part of the Lessee regarding maintenance and repair expected of the Lessee.

Article 16 –Liability

- 16.1 The Lessor is not liable in any way for the condition of the Object. The Lessor will, however, take all reasonable care regarding the maintenance of the Object before making it available to the Lessee. The Lessee expressly accepts the rented Object entirely at its own risk and in the conditions it is in at the time of rental.
- 16.2 The Lessor accepts no liability for damage (including trading loss) or additional costs as a result of the non-functioning or not expected functioning of the Object rented by the Lessee and the Lessee indemnifies the Lessor against any claims in this respect, insofar as necessary.
- 16.3 The Lessor accepts no liability under any circumstances for any direct, indirect or immaterial damage or costs for any reason whatsoever incurred by the Lessee and/or third parties caused by the rented Object, or by the functioning or non-functioning of the rented Object or parts of this Object and the Lessee indemnifies the Lessor against any claims in this respect, insofar as necessary.
- 16.4 The Lessor accepts no liability under any circumstances for all damage in connection with the use of the rented Object, such as damage to the Object itself, to any trailers and to, or by, the load, as well as for any claim by third parties with regard to the use of the rented Object by the Lessee and the Lessee indemnifies the Lessor against any claims in this respect, insofar as necessary.
- 16.5 The Lessee is liable for all damage caused to the rented Object and all accessories supplied during the rental period. In addition, the Lessee is liable for all damage caused to third parties with the Object, any trailer and the load by the Lessee or their employees.
- 16.6 The Lessor is under no obligation under any circumstances to provide or offer a replacement Object in the event that the rented Object does not function, or no longer functions, and is never obliged to pay any compensation in this respect -including for trading loss and or damage to third parties.
- 16.7 The Lessee will indemnify the Lessor against claims from third parties on the basis of damage to, by or in connection with the rented Object.
- 16.8 If the Object must comply with other requirements for the intended activities, the Lessee is responsible for ensuring compliance with those requirements at all times. The Lessor cannot be held liable for compliance with those requirements, nor can the Lessor be held liable for any damage to the Object or the Lessee or third parties as a result of not complying with the additional requirements in connection with these specific activities.
- 16.9 If, for any reason whatsoever, despite the above, the Lessor is liable for damage that is the direct result of an imputable failure in the performance of the Agreement, this liability is limited to the amount that, according to the liability insurer of the Lessor, is paid out for the case in question. If, for whatever reason, the liability insurer does not pay out, the liability of the Lessor is limited to the amount of the rent charged for the performance of the Agreement.

Article 17 Third-party clause owner/ pledgee

- 17.1 The Lessee of the Object declares that it is aware of and, insofar as necessary, agrees that the ownership of the rented Object may pass to third parties or that the rented Object can be (or become) pledged with a third party as security for the payment of all claims that third parties may claim from the Lessor or may have to claim at any time under the rental and/or financial lease agreements or for any reason whatsoever.
- 17.2 Notwithstanding the existence of this rental agreement, the Lessee will surrender the Object to the third party at the first request, without the Lessee being able to invoke any right of retention, if and as soon as the third party, as owner or pledgee, demands the surrender of the Object based on the failure of the Lessor to comply with its obligations towards the third party. As a result of this claim or the failure of the Lessor to comply with its obligations towards the third party, this rental agreement will be terminated by operation of law with immediate effect without the Lessor being held liable by the Lessee for payment of any compensation in this regard. The aforementioned surrender must take place at the offices of the third party or at a location designated by that third party.
- 17.3 If the third party is the owner of the Object (or has acquired ownership as a former pledgee) and wishes to continue the use of the Object by the Lessee, the Lessee is obliged to conclude a rental agreement with the third party at the first request of the third party for the remaining term of this rental agreement and under the same conditions.
- 17.4 Insofar as this rental agreement is concluded earlier than the aforementioned rental and/or financial lease agreement between the Lessor and the third party as owner, the applicability of Articles 7:226 and 7:227 of the Dutch Civil Code between the parties is excluded. In that case, even after the sale of the Object by the Lessor to the third party, followed by the aforementioned rental and/or financial lease agreement between the Lessor and the third party, this rental agreement between the Lessor and the Lessee remains in force.
- 17.5 The third-party clause included above in paragraphs 17.1 to 17.4 cannot be revoked by either the Lessee or the Lessor.

Article 18 Non-imputable failure

- 18.1 If, due to force majeure, the Lessor is unable to comply with any obligation towards the Lessee, compliance with this obligation shall be suspended for the duration of the force majeure situation, with a maximum of two (2) months. After these two (2) months, both parties have the right to terminate the Agreement, in whole or in part, in writing.
- 18.2 The Lessor is not obliged to pay any compensation to the Lessee if the Lessor is unable to fulfil its obligations to comply with the agreement due to force majeure, or is unable to fulfil them properly or on time.
- 18.3 Force majeure is understood to include: any circumstance beyond the control of the Lessor that is of such a nature that compliance with the Agreement cannot reasonably be expected of the Lessor. This also includes: strikes, riots, war and other unrest, boycotts, blockades, natural disasters, epidemics, shortages of raw materials, prevention and interruption of transport facilities, extreme weather conditions, fire, machine breakdown, disruptions in the business of the Lessor, problems with suppliers and/or measures imposed by any government authorities.

Article 19 Ownership and security

- 19.1 The Object remains the property of the Lessor at all times, regardless of the duration of the Agreement. If the Lessee intentionally appropriates the rented object, this will constitute misappropriation. The Agreement will not be extended if the rented Object is not returned on time, although the risk remains entirely with the Lessee.
- 19.2 The Lessee is not entitled to alienate, pledge or otherwise encumber the rented Object on behalf of third parties without the written permission of the Lessor.
- 19.3 The Lessee must immediately notify the Lessor in writing if the object is seized or a claim is made to the rented Object, or any part of the rented Object. If the Lessee is aware of a possible seizure of the rented Object, they must notify the Lessor immediately. In addition, the Lessee must inform the Lessor at its first request of the location of the rented object in question.
- 19.4 In the event of attachment of (part of) the rented Object, (provisional) suspension of payment or bankruptcy of the Lessee, the Lessee must immediately notify the attaching bailiff, administrator or official receiver of the (ownership) rights of the Lessor.
- 19.5 If there is justifiable reason for the Lessee not to comply with its obligations on time, the Lessee is obliged to immediately provide sufficient security at the first request of the Lessor in the form requested by the Lessor and to supplement this by fulfilling all its obligations if necessary. As long as the Lessee has not complied with this, the Lessor is entitled to suspend the fulfilment of its obligations.
- 19.6 If the Lessee fails to comply with the request, as referred to in paragraph 5, within eight (8) days of a written reminder to that effect, Article 12.7 shall apply mutatis mutandis.
- 19.7 The Lessee does not owe the Lessor a security deposit for the rental of the Object, unless the Lessor and Lessee have agreed to this in the Agreement. The security deposit is determined in proportion to the value of the rented Object.
- 19.8 If the Lessee fails to pay a security deposit on time, the Lessor may unilaterally terminate the Agreement, without prejudice to the Lessor's right to compensation.
- 19.9 The security deposit may not be regarded by the Lessee as an advance payment on the rent due or as lump sum payment for any risk of damage, theft or misappropriation of the rented Object. At the end of the Agreement, however, the Lessor is entitled to compensate any sums owed by the Lessee against the deposit. The security deposit will be returned when fulfilment of all its obligations by the Lessee has been established.

Article 20 - Validity of provisions

- 20.1 If one or more provisions or parts of provisions of these General Terms and Conditions Rental Agreement or the rental agreement prove to be invalid or unenforceable, the remaining provisions will remain in full force and effect. The invalid or unenforceable provision will be replaced by a valid and enforceable provision whose effects come closest to the intentions of the contracting parties and the economic result pursued by them in a legally effective manner.
- 20.2 If the Lessee refers to any other conditions in its proposal or other correspondence with regard to the Agreement, their applicability is expressly rejected. Any provision to the contrary in such other terms and conditions does not affect the foregoing.
- 20.3 Deviations from and/or additions to the Agreement and/or any provision of the General Terms and Conditions Rental Agreement are only valid if and insofar as they have been expressly agreed in writing, and relate exclusively to the Agreement in question. If such a deviation or addition is tolerated by the Lessor, this will not have any precedent effect and the Lessee cannot derive any rights from this for any future agreements.
- 20.4 In the event of a conflict between the content of the Agreement concluded between the Lessor and the Lessee and these General Terms and Conditions Rental Agreement, the provisions of the Agreement shall prevail.
- 20.4 In the event of disagreement on the interpretation of the General Terms and Conditions Rental Agreement and Conditions, the Dutch text shall prevail.

Article 21 Applicable law and competent court

- 21.1 All agreements to which these General Terms and Conditions Rental Agreement apply, as well as all further agreements arising from them, are governed by Dutch law.
- 21.2 All disputes between the Lessor and the Lessee with regard to the rented Object will be exclusively adjudicated by the competent Dutch court in the Lessor's place of establishment, unless this is contrary to mandatory law.
The Lessor may deviate from this rule of jurisdiction and apply the statutory rules of jurisdiction.

Article 22 – Definitions

The Lessee must return a copy of the rental agreement, signed by the authorised persons, to us. If necessary, the Lessor may request the Lessee to provide a valid extract from the Chamber of Commerce and a copy of valid proof of identity of the persons authorised to conclude agreements such as these.

The Lessee hereby declares to have taken note of the Lessor's General Terms and Conditions Rental Agreement and agrees to the application of these terms and conditions. Objections to the new General Terms and Conditions Rental Agreement can be lodged within eight (8) days after the General Terms and Conditions Rental Agreement have been sent. Objections can only be submitted by registered letter.