

General rental conditions of JAVAC.

Sunweld sprl (hereinafter referred to as 'JAVAC', located at Kwade Weide 1, 2910 Kalmthout, Belgium)

Registered office: Rue Du Zenith 2 LUÿ9656 Harlange. Company number: RCD 58745



Article 1 Definitions and general provisions For the purposes of these General Terms and Conditions, the following definitions apply: a. Landlord **Sunweld sprl**, trading under the name **JAVAC** and all its branches. b. Hirer means the (potential) counterparty of the Lessor with regard to a (potential) rental agreement. c. Parties Landlord and Tenant jointly. d. Equipment all movable property rented by the Lessor to the Hirer, whether or not owned by the Lessor. e. Week a period of five consecutive rental days, whereby a weekend (Saturday and Sunday) is not included, unless the rental period starts on Saturday or Sunday. Holidays from Monday to Friday are considered as a rental day. f. Rental day a period of 24 consecutive hours. A period of less than 24 hours counts as a rental day. When the rental starts on a Saturday, Saturday and Sunday are regarded together as one rental day. g. Written in document, fax, e-mail, EDI, internet or other electronic means

medium;
1.2 Verbal agreements between the Parties only have legal effect after they have been confirmed in writing by the Lessor, or after any written document, eg, but not limited to a rental contract, has been signed by or on behalf of the Hirer upon delivery of the Equipment.

1.3 The Lessor may require identification from the Hirer or from the person who collects or receives the Equipment on behalf of the Hirer.

Article 2 Applicability 2.1

These General Terms and Conditions apply to all legal relationships between the Hirer and the Landlord.

2.2 The Lessor expressly rejects the general terms and conditions of the Hirer and will only accept deviations from these General Terms and Conditions if the Lessor has agreed to these deviations in writing.

Article 3 Quotation and agreement

3.1 Every offer made by the Lessor to the Hirer is without obligation.

3.2 Information, including prices, in printed matter, catalogs or on the internet does not constitute an offer on the part of the Lessor. The Lessee cannot derive any rights from this.

3.3 A rental agreement is concluded at the earliest of the following moments: 1) at the time of signing of the rental agreement by or on behalf of the Hirer or 2) at the time that the assignment from the Hirer to the Lessor following the quotation is given in writing by the Lessor, is confirmed or 3) at the moment the requirements of article 1.2 of these Terms and Conditions are met.

Article 4 Lease term

The lease is entered into for a period of at least one rental day or a 4.1 multiple thereof. A minimum rental period applies to certain Equipment.

4.2 The rental period starts on the day and hour on which the Equipment is made available to the Hirer, unless the Parties agree otherwise. The rental period ends on the day and at the time on which the Equipment is returned to the management of the Hirer, unless the Parties agree otherwise.

4.3 If the lease is entered into for an indefinite period, the Hirer must inform the Lessor in writing of this end date at least 1 day before the date on which the Hirer wishes to terminate the hire. Rental day, or 40 hours of use per week. If the registration of the hour meter shows that the Hirer has used this Equipment for more than 8 hours of use per

4.4 Rental Day, or more than 40 hours of use per week, the Hirer must pay a fee for each additional hour of use.

Article 5 Available Equipment 5.1

The rental rates only apply to the Equipment that the Lessor has in stock.

5.2 Equipment that is not in stock in the nearest warehouse of the Lessor but is available in another location can either be collected by the Hirer from the other location or the Lessor can arrange for the relevant warehouse to deliver this Equipment, whereby the transport costs are for the account of the Hirer.

5.3 Equipment that by volume, weight or nature is only available at certain locations will only be delivered from these locations and must also be returned there.

5.4 If the desired goods are not in stock at any of the Lender's locations, the Lender can, if desired, mediate to deliver the desired material.

Where applicable, the Hirer is bound by the terms and conditions of the third party engaged by the Lessor. The Hirer will reimburse the Landlord for the rental rate to be agreed upon. The Lessor cannot be held liable for damage caused by or with the Equipment supplied by the third party.

5.5 The Equipment is delivered by the Lessor in a clean and usable condition.

Article 6 Transport of Equipment by Lessor 6.1

Hirer bears the costs and risk of transport, including loading and unloading, unless the Equipment is transported by or on behalf of Lessor.

In the latter case, only the costs will be borne by the Hirer.

6.2 If this has been agreed with the Hirer, the Lessor will arrange the transport to and from the place specified by the Hirer on the ground floor and at a place accessible to the means of transport, not being ships or offshore installations, including loading and unloading, at a rate to be agreed separately. unload.

6.3 Landlord notifies Renter as accurately as possible about delivery or collection times. The lessee cannot derive any rights from the specified times.

6.4 Partial delivery is allowed.

6.5 Aids used during transport that are not intended for single use, such as pallets, crates, containers, etc., remain the property of the Lessor or the carrier engaged by it, even if the Lessee pays a deposit for them. These aids must be returned on first request. These resources may not be made available to third parties. If they are not returned, the Hirer will reimburse the new price with a surcharge of 15%.

6.6 The Hirer must ensure that the required and authorized personnel are present on the agreed date and at the agreed time to receive or return the Equipment. If the Hirer does not comply with this, the Lessor reserves the right to take the Equipment back or to leave it at the expense and risk of the Hirer. The resulting costs, as well as the extra costs for a new delivery or return, will be fully borne by the Hirer.

Article 7 Obligations and powers of the Lender 7.1

The Lender is authorized to deliver the Equipment with deviations on minor points from the promised properties, which in any case, but not exclusively, include slight differences in colour, design, weight and/or size, other parts or software that are technically and qualitatively equivalent and do not negatively affect the functioning.

7.2 The Lender provides for the preventive and corrective maintenance of the Equipment during the rental period and bears the costs thereof insofar as this arises from normal use by the Hirer. If this is not the case, the costs will be borne by the Hirer. The maintenance referred to is carried out as much as possible on working days between 08:00 and 16:00.

7.3 If the Equipment does not function properly under normal use, the repair will be carried out by or on behalf of the Lessor in the shortest possible time.

7.4 Insofar as not already enclosed, the Lessor will make the necessary instructions for use available to the Renter via the website of the Lessor or in writing at the request of the Renter. The Hirer must consult the instructions for use before using the Equipment.

Article 8 Obligations of the Hirer 8.1

The Equipment may only be used by the Hirer and/or its employees in the performance of their duties.

8.2 The Equipment must be used in accordance with its intended use. In the event of doubt or unfamiliarity with the Equipment and/or the contents of the instructions for use and/or the suitability of the Equipment for the use that the Hirer wishes to make of the Equipment, the Hirer must consult the Lessor in advance.

8.3 The Hirer is responsible for ensuring that the Equipment is used exclusively in accordance with the applicable laws and regulations and/or industry guidelines.

8.4 The Hirer is responsible for ensuring that Equipment that may only be used by personnel with specific expertise is not used by personnel lacking this expertise.

8.5 The Hirer is obliged to scrupulously comply with the instructions for use issued by the Lessor – in whatever form – and in particular to take care of the daily maintenance that is regarded as normal, which in the case of diesel-driven equipment is at least understood to mean checking the oil level, radiator and battery contents and, in the case of compressors, additionally the draining of condensate. The Hirer is also obliged to notify the Lessor when a periodic maintenance and/or safety inspection (data can be read on the applied maintenance and/or safety sticker) can be carried out. The Hirer will give the Lessor the opportunity to carry out all necessary work on the Equipment.

8.6 The Hirer is obliged to have all permits, permissions and authorizations necessary for working with the Equipment.

8.7 The Hirer shall keep the Equipment in good condition and return it to the Lessor in a clean, good and immediately usable condition, subject to normal wear and tear. A transporter who comes to pick up or deliver the Equipment on behalf of the Lender is not authorized to check, count and/or determine the nature of the Equipment on behalf of the Lender. If the Equipment is fitted with a drip tray in which oil and residual substances are collected, the Hirer will empty and clean this drip tray before returning it.

8.8 The Lessor can charge the costs for cleaning to the Lessee. Apart from the daily maintenance referred to in Article 8.5, the Hirer is not permitted to carry out work itself on the Equipment, to make changes, extensions or facilities or to have this done by third parties.

8.9 If applicable, the Hirer is responsible for the correct environmental conditions, such as safe electrical connections, supply and discharge of cooling water, condensation discharge and any discharge channels for ventilation air.

8.10 Assembly, disassembly and installation of the Equipment takes place by and at the expense of the Hirer, unless agreed otherwise.

8.11 The Equipment is at the risk of the Hirer from the start of the rental period until the end of the rental period as referred to in Article 4.2 of these General Terms and Conditions.

8.12 The Hirer is obliged to immediately examine the Equipment for defects at the start of the rental period. The Hirer must report any defects immediately, but no later than within 24 hours, failing which the Equipment will be deemed to have been delivered in good condition.

8.13 The Hirer is obliged to report damage, missing, loss, theft, destruction, attachment and/or claims from third parties to the Lessor immediately, but at the latest within 24 hours, after such a circumstance has occurred.

Article 9 Prices, invoicing and payment 9.1

The Hirer must pay the rental rates charged by the Lessor in accordance with its most recent price list, regardless of whether all administrative requirements have been met.

9.2 The rental rates only apply to the use of the Equipment in the Netherlands, Belgium and Germany. For use in other countries, on ships and in the offshore industry, additional (rate) agreements will be made with the Hirer.

The landlord is never liable for costs and damage as a result of not

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<p>9.3 pre-agreed use of the Equipment in countries other than those referred to in this article, on ships or offshore.</p> <p>If the rental period lasts longer than 30 calendar days, the Lessor is authorized to change the agreed prices and/or rental rates during the rental period. The Lessor is also authorized to change the agreed prices and/or rental rates if legal provisions or cost-determining factors oblige it to do so. Only if the changes referred to in this paragraph lead to a price increase of more than 20%, the Hirer is authorized to terminate the rental agreement within 1 week after notification of the price change. In the absence of notice within this period and in all other cases, the rental will continue in accordance with the new rates.</p>	<p>11.2 The Hirer is liable for all damage caused during the rental period with or by the Equipment. The Hirer indemnifies the Lessor against all claims by the Hirer or third parties for compensation of such damage.</p> <p>11.3 If the Hirer fails to comply with these terms and conditions, all costs to be incurred or to be incurred by the Lessor, including all judicial and/or extrajudicial costs, will be borne by the Hirer.</p> <p>11.4 Fines for violations with the Equipment caused by or on behalf of the Hirer during the rental period must be paid immediately by the Hirer to the Lessor.</p> <p>11.5 If the Lessor is liable for damage suffered by the Renter, this liability will never exceed the amount of the direct damage up to a maximum of the rental price. Under no circumstances is the Lessor liable for indirect and/or consequential damage.</p>	<p>n 20% of the rental price in case of cancellation no later than 1 month before the start of the rental period n 30% of the rental price in case of cancellation no later than 2 weeks before the start of the rental period n 40% of the rental price in case of cancellation no later than 1 week before the start of the rental period n 50 % of the rental price in case of cancellation no later than 2 days before the start of the rental period n 100% of the rental price in case of cancellation within 2 days before the start of the rental period</p> <p>The Hirer must also fully reimburse costs for custom-made Equipment or materials already ordered or rented from third parties, which cannot be returned to the supplier of the Lessor without costs. If, in the event of suspension, the assignment is still carried out, payments already made will be deducted from the invoice for the fully executed assignment.</p>
<p>9.4 In principle, payment of the rental rates must be made in cash upon return of the Equipment by the Hirer. At the sole discretion of the Lessor, payment can be made on account after receipt of an invoice, with due observance of the terms agreed between the Lessee and the Lessor.</p>		
<p>9.5 If the Landlord is prepared to give the Renter the opportunity to pay the rental rates after receipt of the invoice, invoicing will take place either immediately after the end of the rental period or every two or four weeks, whichever is earlier. The tenant must pay within 30 days of the date of the relevant invoice without deduction or set-off.</p>		
<p>9.6 For an overdue period, without a notice of default being required, the Hirer owes the statutory commercial interest from the due date, as well as the judicial and extrajudicial collection costs associated with the collection, which are set at a minimum of 15% of the amount in question. The above applies without prejudice to the authority of the Lessor to suspend any outstanding obligation on its part in the event that the Renter is in default with the payment of one or more installments due.</p>	<p>Article 12 Insurance 12.1 The Hirer is obliged to make use of the insurance policies taken out by the Lessor. For this, the Hirer must pay a surcharge on the rent, which must be paid at the same time as the rent. In the absence of payment within the agreed payment term, the cover is missing / expires and the Hirer is fully liable in accordance with Article 11.1 of these General Rental Conditions. With regard to the insurance, the excess as indicated in Article 12.4 applies to the Hirer. The above also applies to registered vehicles and other equipment that falls under the regime of the Motor Vehicle Liability Insurance Act.</p>	
<p>9.7 The Landlord can always demand a deposit or other form of security from the Renter. After the end of the rental period, the Lessor will return the deposit to the Hirer less the rent and costs that the Lessor has incurred or must incur for the repair or replacement of the Equipment, if these costs must be borne by the Hirer.</p>	<p>If applicable due to the nature of the equipment, the Lessor has taken out passenger accident insurance for the maximum number of persons permitted under the applicable legislation. The tenant undertakes to ensure that this maximum number of persons will not be exceeded. Damage caused by exceeding the foregoing is not covered by the insurance and is fully at the expense of the Hirer. Prior to entering into the rental agreement, the landlord will inform the tenant about the amount of the surcharge, the coverage and the deductible. Damage that is not covered by the Lessor's insurance, such as, but not limited to, damage due to the effects of harmful substances, is fully at the expense of the Hirer.</p>	
<p>9.8 Unless otherwise indicated, all prices are exclusive of VAT, transport, fuel, packaging and consumables.</p>		
<p>9.9 Diesel-driven Equipment and/or fuel tanks are delivered with a full tank and consumption is charged upon return of the Equipment.</p>		
<p>9.10 The Lessor is entitled to set off claims of the Lessee against the Lessor that can be valued in money against claims of the Lessor and/or Sunweld sprl and/or the subsidiaries of the Lessor and/or Sunweld sprl, on Tenant.</p>		
<p>Article 10 Force majeure</p> <p>10.1 In the event of temporary force majeure, the Parties may suspend the fulfillment of their obligations for a mutually agreed period of a maximum of 1 month, on the condition that the party in force majeure informs its other party immediately after the circumstance that constitutes force majeure has occurred. informs.</p> <p>Parties will consider the consequences of this situation and may, among other things, decide, if this situation lasts longer than 2 months, to dissolve the agreement without being obliged to pay compensation for damage and costs. Permanent force majeure immediately results in a possibility of dissolution. Force majeure is understood to mean circumstances that impede the performance of the agreement and which the Parties, including suppliers or sub-suppliers, have no control over, even if they were foreseeable when the agreement was concluded.</p>	<p>12.2 If it is agreed with the Hirer that the Hirer will not make use of the insurance policies referred to in Article 12.1, the Hirer is obliged to adequately insure the Equipment in another manner and the Hirer must submit sound proof of insurance before the commencement of the hire, showing that the Hirer is sufficiently insured and that the premium has been paid. During the rental agreement, the Landlord can ask the Renter for proof that his insurance is still present.</p> <p>12.3 For damage and/or loss outside the cover, as indicated on the insurance certificate of the Lessor, the provisions of Article 11 of these General Rental Conditions apply.</p> <p>12.4 In the event of theft, an excess of 10% on the current replacement value applies, with a minimum of EUR 1250 per event. In all other cases, an excess of Eur 250 per event applies. An event within the meaning of this insurance is an incident, or a series of incidents with one and the same cause, from which damage arises.</p> <p>12.5 In the case of renting Equipment for which a legal liability applies, the Hirer is always co-insured with the Lessor. The costs of this are included in the rental price.</p>	
<p>Article 11 Liability 11.1 The Hirer is liable for all damage suffered by the Lessor as a result of damage, loss, destruction and/or theft and failure to</p>	<p>Article 13 Cancellation or suspension of an order already given 13.1 If the Hirer cancels or suspends an order that has already been given, the Lessor must be compensated as follows</p>	
		<p>Article 14 Dissolution 14.1 If the Hirer does not or does not timely comply with any obligation that may arise for him from this agreement concluded with the Lessor, he is deemed to be in default by operation of law and the Lessor has the right to dissolve this agreement without further notice of default.</p> <p>14.2 In the event of bankruptcy, suspension of payment, cessation or liquidation of the Lessee's company, the Lessor has the right to suspend the execution of this and all other current agreements between the Lessee and the Lessor immediately and without judicial intervention, or to demand cash payment for this, or to dissolve the agreement in whole or in part, at the discretion of the Lessor, without the Lessor being obliged to pay any compensation or guarantee, but without prejudice to the other rights accruing to the Lessor. In these cases, any claim that the Landlord has or will have against the Renter is immediately due and payable. In these cases, the Lessor may also immediately take back its goods as the property of the Lessor.</p> <p>14.3 All costs, both judicial and extrajudicial, which arise for the Lessor from the Hirer's failure to comply with any obligation for him under the agreement and from these terms and conditions, are entirely at the expense of the Hirer.</p> <p>Article 15 Sublease or transfer of rights The Hirer is not authorized to sublease the Equipment without 15.1 prior written consent, possibly subject to conditions, from the Lessor.</p> <p>15.2 The Lessee is not authorized to transfer its rights and obligations under the rental agreement to a third party without the prior written permission, possibly subject to conditions, of the Lessor.</p> <p>Article 16 Applicable law and disputes 16.1 All legal relationships between the Hirer and the Landlord are exclusively governed by Dutch law.</p> <p>16.2 All disputes (including those that are only regarded as such by one party) that may arise as a result of a legal relationship between the Hirer and the Landlord, will be submitted to the competent court of the location of the relevant establishment of the Landlord, unless the Parties agree otherwise in writing.</p> <p>16.3 If a provision of these General Terms and Conditions is invalid or void, the other provisions will remain in full force. The parties agree to replace the invalid or void provision with a provision that corresponds as closely as possible with the invalid or void provision in terms of content and purport.</p>