

## General terms and conditions of Vanderkamp

### 1. General provisions

- 1.1. These terms and conditions apply to all legal relationships with Vanderkamp, including all rental, consultancy, maintenance and contracted work relating to pumps, installations and related equipment supplied by Vanderkamp and shall prevail over any other general conditions issued by the renter or client and more generally to all documents or any other provisions of the renter or client even later.
- 1.2. If the terms and conditions have been applied to one or more legal relationships with Vanderkamp, they will automatically - without the need for a separate agreement between the parties - apply to any subsequent legal relationship(s), unless expressly agreed otherwise in writing between the parties.
- 1.3. If translations of these terms and conditions have been published, the Dutch language version shall take precedence over the version in any other language.
- 1.4. In these terms and conditions, the following terms are set out in capitalised form and shall have the following meanings, except when, and to the extent that, they are expressly defined differently:
  - A. **Agreement:** the (rental) agreement between Vanderkamp and the renter or client.
  - B. **Assignment:** the assignment, order or booking made with Vanderkamp, either in writing or verbally, by a renter or a client; and
  - C. **Assignment confirmation:** the written acceptance by Vanderkamp of an Assignment from a renter or client.
  - D. **Current value:** the market value of the Equipment on a given day.
  - E. **Defect:** a defect in the Equipment for which Vanderkamp is responsible and that occurred before or during the rental period, as a result of which the Equipment is not working properly.
  - F. **Equipment:** all pumps, installations and equipment of whatever nature hired by the renter from Vanderkamp.
  - G. **Minimum Hire Period:** one (1) week or such other period as specified in the Quotation.
  - H. **Offshore Contract:** an Agreement where the Equipment shall be used at an offshore site.
  - I. **Onshore Supply Base:** in the case of an Offshore Contract, the renter's onshore supply base (or relevant heliport) agreed with Vanderkamp, from which the Equipment and personnel shall be transported offshore and to which they shall be returned when transported onshore.
  - J. **Quotation:** the written offer made by Vanderkamp to the renter or client.
  - K. **Vanderkamp:** the private limited company Vanderkamp B.V., registered in the Commercial Register under number 05049687.
  - L. **Written:** by means of a document on paper or by email.

## **2. Specific applications of sections**

- 2.1. Section A applies to all legal relationships between a renter or client and Vanderkamp.
- 2.2. Section B applies to all rental agreements concluded between Vanderkamp (as a rental company) and a renter.
- 2.3. Section C applies to all agreements entered into between Vanderkamp and a client on the basis of which Vanderkamp provides advice on (the installation of) pump or other installations, or designs, engineers and/or installs these or has them installed, whether or not in conjunction with the client.
- 2.4. Section D applies to all agreements entered into between Vanderkamp and a client which (also) entail that Vanderkamp will perform maintenance on (pumping) installations, whether or not in conjunction with the client.
- 2.5. In the event that an agreement entered into is deemed to be a mixed agreement, the provisions of Sections B, C and D shall apply in parallel insofar as practicable.
- 2.6. If the content of the General Provisions (Section A) is in conflict with the provisions of the Specific Sections (Sections B, C and/or D), the provisions of the Specific Sections shall take precedence over the General Provisions.

## **A. GENERAL PROVISIONS**

### **3. Conclusion of the Agreement, period and price**

- 3.1. An Agreement is concluded by the Assignment Confirmation or the written acceptance of the Quotation by the renter or client. The Assignment Confirmation or written acceptance of the Quotation is deemed to set out the contents of the Agreement correctly and in full. In the event of differences between the Agreement and these terms and conditions, the Agreement shall take precedence.
- 3.2. An Agreement will also be deemed to have been concluded if Vanderkamp performs an Assignment with the (tacit) consent of the client.
- 3.3. The Agreement will be concluded at the agreed price or, if no price has been agreed, at the usual prices charged by Vanderkamp at the time of the conclusion of the Agreement for the Equipment or for its consultancy, maintenance or implementation services. All prices are exclusive of VAT and any other applicable taxes and any customs, import or other duties or similar fees which are payable by the renter at the rate and in the manner prescribed by applicable law or regulation.
- 3.4. Vanderkamp is entitled to revise prices once every twelve (12) months during the term of the Agreement on the basis of the producer price index figures (PPI Industrial Machinery Manufacturing).

### **4. Payment, provision of security**

- 4.1. Vanderkamp is entitled to send an invoice for each two-week period of the Agreement. Payment must be made within thirty (30) days of the invoice date and no discount shall be granted for advance payment. This is a strict deadline, so that the renter or client will be in default without any further notice of default being required if the payment deadline is exceeded. Similarly, the amounts due shall be settled without set-off, counterclaim of possible withholding.
- 4.2. The renter or client is not entitled to offset any (alleged) counterclaims and/or to suspend payment on the grounds of any (alleged) default or liability on the part of Vanderkamp.
- 4.3. In the event of overdue payment, the renter or client shall owe the statutory commercial interest, the extrajudicial collection costs based on 10% of the unpaid amount, or the actual judicial collection costs incurred if these exceed 10% of the unpaid amount.
- 4.4. Invoices are deemed accepted unless the renter or client notifies Vanderkamp in writing by registered post (with acknowledgement of receipt) of any issues within eight (8) days of receipt of the relevant invoice.
- 4.5. Vanderkamp always has the right to charge advance payments or require security for what the renter or client owes and/or will owe pursuant to the Agreement.
- 4.6. If the renter or client defaults on one or more of its payment obligations, all other claims of Vanderkamp will become immediately and due and payable in full without any further

notice of default. In case an invoice is disputed by registered letter in accordance with Clause 4.4, the renter must pay the undisputed part of the invoiced amount when such payment becomes due. If Vanderkamp instructs a third party to collect the debt, the renter shall be liable to pay all judicial and extrajudicial costs in addition to the total amount of debt then due.

## **5. Suspension and premature termination**

- 5.1. If the renter or client fails to fulfil its contractual obligations, or fails to do so on time or inadequately, Vanderkamp has the right to suspend its obligations.
- 5.2. If the renter or client is in default, files for bankruptcy or (temporary) suspension of payment, is declared bankrupt or an executory attachment is levied on assets of the renter or client, Vanderkamp has the right to dissolve the Agreement extrajudicially, without prejudice to its right to compensation for damages.

## **6. Force majeure**

- 6.1. During the period of force majeure on the part of Vanderkamp, Vanderkamp's obligations will be suspended. If the period during which Vanderkamp is unable to perform its obligations due to force majeure lasts longer than two (2) weeks, both parties will be entitled to dissolve the Agreement without judicial intervention, without Vanderkamp being liable to pay any compensation.
- 6.2. If Vanderkamp has already fulfilled part of its obligations at the time of the occurrence of force majeure, the renter or client will be liable for payment of the agreed fee for that part.
- 6.3. Force majeure within the meaning of this Clause shall in any event be understood to mean: an impediment to performance due to circumstances which were unforeseeable at the time of the conclusion of the Agreement and which are beyond the control of Vanderkamp. Such circumstances shall also include the failure of subcontractors or suppliers of Vanderkamp to fulfil their obligations or the failure to do so on time, fire, (excessive) water levels, extreme weather conditions, strikes, road blockades, work stoppages, interruptions in the supply of fuel or electricity and, furthermore, all unforeseeable and unexpected sudden defects in the Equipment or auxiliary Equipment or installations.

## **7. Insurance**

- 7.1. If the Agreement (also) includes the creation of an object or a work, the client must ensure that adequate CAR insurance is taken out, which also covers any damage suffered by Vanderkamp and/or its subcontractors.
- 7.2. The deductible applicable to the CAR insurance shall be borne by the client, as shall all damage and/or claims not covered by the CAR insurance, for which the client is liable under this Agreement.
- 7.3. The renter or client is moreover required to take out adequate third-party insurance with a minimum cover of EUR 2,500,000 (€2.5 million) for the whole term of the Agreement, the policy of which must be submitted to Vanderkamp for perusal upon first request.

## **8. Liability of Vanderkamp**

- 8.1. Any liability on the part of Vanderkamp is expressly limited to direct damage to business and personal injury to persons or property of the renter or client, unless the damage was caused by wilful intent or gross negligence on the part of Vanderkamp.
- 8.2. Furthermore, any liability on the part of Vanderkamp shall be limited to the amount paid out by the (liability) insurance of Vanderkamp in the case in question.
- 8.3. If and insofar as no payment is made under the terms of Vanderkamp's insurance policy or if Vanderkamp cannot claim a limitation of liability as referred to in the previous paragraph, any liability shall be limited to an amount of EUR 100.000.
- 8.4. Any liability on the part of Vanderkamp for other consequential or other damage and financial losses, however referred to, including loss of turnover and profit, damage to goods

in the care of the insured party (but not belonging to the insured party), damage caused by delays, damage caused by stoppages and damage resulting from inaccurate, incomplete or unreliable information provided by or on behalf of the renter or client, is expressly excluded.

- 8.5. If Vanderkamp culpably fails in the performance of the Assignment to provide advice on (the construction of) (pump) installations or in the design and/or construction or commissioning of (pump) installations, whether or not together with the client, Vanderkamp will only be liable for compensation for damages comprising the necessary costs of adapting the design and the costs of remedying defects in the (pump) installations caused thereby. This shall never include costs that would have been incurred if the Agreement had been properly executed from the outset ("standard costs").
- 8.6. Vanderkamp shall never be liable for any damage suffered by the renter as a result of the (temporary) defective functioning of the Equipment, which (temporary) defective functioning was caused by the (temporary) defective functioning of (auxiliary) Equipment or (auxiliary) installations which are indispensable for the functioning of the Equipment, if this (auxiliary) Equipment or (auxiliary) installations were obtained by the renter themselves or by Vanderkamp from third parties.  
Vanderkamp shall assign its claims against these third parties to the renter on first demand, so that the renter can attempt to collect these themselves.
- 8.7. Any legal claim on the grounds of an attributable shortcoming on the part of Vanderkamp will lapse if the renter or client does not submit a written, substantiated claim to Vanderkamp within two (2) weeks after they have discovered or should, within reason, have discovered the shortcoming.
- 8.8. Any claim by the renter or client against Vanderkamp shall be subject to a limitation period of twelve (12) months from the date on which the claim arose.

## **9. Obligations of the renter and the client**

- 9.1. Any confidential information obtained by one party concerning the operations of the other party shall be confidential and shall not be divulged to third parties either during the period of this Agreement or any time after it. However, each party may disclose the other party's confidential information (a) to its employees, officers, representatives, suppliers, or subcontractors who need to know such information for the purposes of carrying out the party's obligations under the Agreement, (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 9.2. The renter or client is responsible for both the timely provision and the accuracy of the information, details and decisions provided by or on behalf of them to Vanderkamp which are necessary for the proper performance of the Agreement.
- 9.3. The renter or client indemnifies Vanderkamp against claims by third parties related to the rental, consultancy, implementation and maintenance work carried out under the terms of the Agreement with Vanderkamp.
- 9.4. The renter or client is obliged to notify Vanderkamp immediately in writing if any documentation relating to the Agreement contains an omission or an error, or if certain governmental or other regulations have not yet been taken into account, and/or if there are possible contradictions in the aforementioned documentation.

## **10. Delay and termination of the Agreement**

- 10.1. If the performance of the Agreement is delayed or interrupted through no fault of Vanderkamp, the client will owe Vanderkamp the agreed price, calculated on the basis of the progress of the work, additional costs and all reasonable costs incurred or still to be incurred as a result of obligations already assumed by Vanderkamp with a view to the further fulfilment of the Agreement.
- 10.2. If the client terminates the Agreement before the end of the agreed term - which is only possible by observing a notice period of one month - the client will owe Vanderkamp an immediately due and payable compensation of the amount for costs already incurred by Vanderkamp in connection with the preparation for, and/or performance of, the Agreement.

- 10.3. If the price has been fixed on the basis of the actual costs to be incurred by Vanderkamp (cost-plus basis), the compensation referred to in the previous paragraph will be estimated at the price that Vanderkamp would have been expected to charge for the entire duration of the Agreement.
- 10.4. The client is also under an obligation to compensate Vanderkamp for any damage suffered by Vanderkamp as a result of the interruption, delay and/or termination of the Agreement.

#### **11. Intellectual property**

All intellectual, industrial or other property rights, including but not limited to copyrights and database rights, on all work, results of work or consultancy work done by Vanderkamp which are the subject of and/or ensue from and/or have been used in the fulfilment of the obligations under the Agreement between Vanderkamp on the one hand and the renter/client on the other are held by Vanderkamp.

#### **12. Applicable law and disputes**

- 12.1. All legal relationships with Vanderkamp and all ensuing commitments are governed exclusively by Dutch law.
- 12.2. Any disputes will be settled by the District Court of Overijssel, location Zwolle.

### **B. RENTALS**

#### **13. Conclusion and duration of the rental agreement**

- 13.1. The rental period shall commence on the date of delivery or collection of the Equipment. The duration of the rental period shall be set out in the Quotation and cannot be shorter than the Minimum Hire Period.
- 13.2. If the renter wishes to extend the rental period, the renter must request such extension from Vanderkamp in writing at least forty-eight (48) hours before the end of the rental period. Vanderkamp may extend the agreed rental period at its absolute discretion and shall notify the renter of its decision in writing. The renter shall pay all costs regardless of whether or not Vanderkamp has replied to its request to extend the rental period until the end of the rental period when the Equipment is returned to an Vanderkamp's depot or to another place named by Vanderkamp. If Vanderkamp refuses to extend the rental period, the Equipment must be returned or made available for collection as originally agreed and in accordance with the Agreement.
- 13.3. Vanderkamp may, without incurring any liability to the renter or giving rise to any right of termination for the renter, in respect of or in connection with such recall so long as there is no material interruption in the service provided to the renter (other than a reasonable period to allow for disconnection of the recalled Equipment and connection of the substitute Equipment), recall any or all Equipment and substitute equivalent Equipment for such recalled Equipment, upon giving at least seven (7) days written notice to the renter.
- 13.4. The rental Agreement can be terminated by either the renter or Vanderkamp on giving not less than two (2) working days written notice to the other. Notwithstanding the notification, all costs shall be due and payable until the Equipment is returned to or collected by Vanderkamp as specified in the Quotation.

#### **14. Delivery, provision and/or installation, delivery time**

- 14.1. The Equipment may be collected or will be delivered and/or installed at the location specified in the Assignment Confirmation. The renter shall ensure that the location to which the goods are to be delivered is easily accessible via a paved road and suitable for delivering and placing the Equipment. The renter shall be fully responsible (at its own expense, unless otherwise agreed in writing between the renter and Vanderkamp) (a) for the custody and insurance of the Equipment during the rental period; and (b) for the use of the Equipment in accordance with its specifications and applicable legislation. If the transportation of the Equipment is arranged and insured by the renter, the Equipment shall

be transported in accordance with the specifications of the Equipment, Vanderkamp's instructions and all applicable laws and regulations.

- 14.2. The renter is solely responsible for ground conditions at the delivery place. The renter shall at its own cost provide a suitable area for the lay down, installation and operation of the Equipment and shall ensure that the delivery place and the site is levelled, graded, compacted and free from debris, structures and obstructions. If the ground is soft or unsuitable for the Equipment to work on or travel over, the renter shall at its own cost supply and lay an aggregate / hardcore base with gravel finish, or a concrete pad, in accordance with Vanderkamp's specifications.
- 14.3. Unless otherwise agreed in writing, the renter at its own cost shall carry out any other civil engineering and related works required at the site for the delivery, installation and operation of the Equipment in accordance with Vanderkamp's specifications.
- 14.4. The renter shall allow Vanderkamp and its duly authorised representatives access (including vehicular) to the site and the Equipment at any time for inspection, testing, maintenance, servicing, adjustment, repair, replacement or return. If access is denied or delayed, any obligation of Vanderkamp to deliver the Equipment by a specified date or time, to provide an Vanderkamp engineer on the site and/or to remedy any breakdown, will be modified by extending the relevant period by such time as Vanderkamp considers reasonably necessary to take account of such refusal or delay.
- 14.5. A delivery period stated by Vanderkamp is based on the circumstances prevailing at the time of the conclusion of the Agreement and, insofar as Vanderkamp is dependent on the performance of the renter or third parties, also on the period within which the renter or such third parties perform such services.
- 14.6. A delivery period specified by Vanderkamp will be observed by Vanderkamp as much as possible, but is not a strict deadline. The renter must first give Vanderkamp notice of default if the Equipment is not delivered on time and allow Vanderkamp a reasonable period of time to subsequently deliver the Equipment.
- 14.7. If the renter arranges for the transport of the Equipment, such transport shall be at the risk and expense of the renter. The renter indemnifies Vanderkamp against possible third-party claims in connection with the transport.
- 14.8. The renter shall ensure that a person authorised to accept the Equipment is present at the agreed delivery address and time. This person must be able to prove their identity on request. If no such authorised person is present, Vanderkamp shall be entitled to take back the Equipment. Any additional costs incurred as a result, including loss of rental income and transport costs, shall be borne by the renter.

## **15. Ownership and transfer of risk**

- 15.1. The Equipment is and shall at all times remain the property of Vanderkamp and the renter shall have no right, title or interest in the Equipment (save the right to possession and use of the Equipment subject to the terms and conditions of the Agreement). Nothing in the Agreement shall be construed as conferring on the renter any intellectual property rights relating to the equipment.
- 15.2. The renter shall:
  - a) not remove or deface any plate or marking on the Equipment identifying Vanderkamp as the owner of the Equipment; and shall not make any alteration to the Equipment or remove any existing components from the Equipment;
  - b) not sell or offer for sale, rehire, sublet, lend or otherwise make any part of the Equipment available to any third party without the prior written consent of Vanderkamp;
  - c) not do or permit to be done any act or thing which will or may jeopardise the right, title and/or interest of Vanderkamp in the Equipment; or
  - d) keep the Equipment free and clear of any and all distress, execution, seizure, attachment, levies, liens, security interests and encumbrances of any kind. The renter shall give Vanderkamp prompt notice of any of the foregoing affecting the Equipment and shall at its sole expense use its best endeavours to procure an immediate release of the Equipment.

- 15.3. The renter must not move the Equipment from or within the site without the prior written consent of Vanderkamp.
- 15.4. The Equipment is deemed to have been delivered and the risk passes to the renter:
  - a) In the event of delivery to the Vanderkamp company; at the time of actual handover;
  - b) If delivered to another location: the moment the Equipment is unloaded from the means of transport at the agreed location.
- 15.5. The risk of loss, theft, damage or destruction of the Equipment shall pass to the renter at the times specified in Clause 15.4. The Equipment shall remain at the sole risk of the renter during the hire period and any further term during which the Equipment is in the possession, custody or control of the renter (including transport to and from the site and within the site and unloading/loading at the site where this is the responsibility of the renter) (the "**Risk Period**").
- 15.6. The renter shall be personally liable for any damage to its own property and the personal property and items of its employees, officers, agents and contractors and the renter waives and shall procure that its insurers waive the right of recourse against Vanderkamp and its insurers.
- 15.7. The renter shall indemnify Vanderkamp upon Vanderkamp's written demand against all losses, damage, costs, charges and expenses arising as a result of failure to comply with this Clause 15.

## **16. Offshore contracts**

- 16.1. The provisions of this Clause 16 shall apply to Offshore Contracts and in case of any conflict with other provisions of the Agreement, this Clause 16 shall prevail in relation to Offshore Contracts.
- 16.2. The renter shall be responsible at its own cost for transporting the Equipment between the Onshore Supply Base and the offshore site, regardless of the reason why such transport is required, and unloading and loading of the Equipment at the offshore site.
- 16.3. The renter shall be responsible at its own cost for transporting Vanderkamp's and its subcontractors' employees (including medivac transportation) between the Onshore Supply Base and the offshore site, regardless of the reason why such transport is required.
- 16.4. All offshore transport of the Equipment and Vanderkamp's and its subcontractors' employees shall be provided in accordance with the agreed project timetable (including enabling Vanderkamp (or its subcontractor) to carry out maintenance and servicing of the Equipment during the hire period in accordance with Vanderkamp's standard practice and service schedule).
- 16.5. Vanderkamp shall not be in breach of contract by reference to any required period for the transport of personnel or Equipment between the Onshore Supply Base and the offshore site, or by reason of such transport not being immediately available at or from the Onshore Supply Base.
- 16.6. Unless otherwise agreed in writing, where the Agreement requires Vanderkamp's or its subcontractors' employees to work at an offshore site, the renter shall arrange at its own cost any required qualifications and training which would not be required were the site to be located onshore.
- 16.7. In the event of a breakdown which requires the attendance of an Vanderkamp engineer, Vanderkamp shall arrange for such engineer to attend the Onshore Supply Base, and the renter shall arrange for such engineer to be transported to the offshore site, with the least possible delay. In the event that Vanderkamp determines that the Equipment requires to be returned to the Onshore Supply Base or to Vanderkamp's depot to repair such breakdown, or that the Equipment requires to be replaced, the renter shall arrange for the relevant Equipment to be transported between the offshore site and the Onshore Supply Base at its own cost and with the least possible delay.

## **17. Obligations of the renter, inspection, use of hired goods**

- 17.1. The renter shall carry out a full reasonable visual inspection of the Equipment on delivery to the location or as soon as practicable afterwards and shall promptly (and in any event within 3 (three) working days) notify Vanderkamp of any missing parts of the Equipment and/or any apparent damage or defects to the Equipment.
- 17.2. Unless a written notice to the contrary is received by Vanderkamp within three (3) working days from the date of delivery of any Equipment on the location, all Equipment will be deemed to have been delivered and (where applicable) installed in good working condition, free from apparent damage or defects, and to the renter's satisfaction.
- 17.3. The renter shall take good care of the Equipment, secure them effectively and use them in accordance with the instructions for use. In particular, the renter shall only use the Equipment for pumping or transporting the agreed items. The renter shall at least once a day check that the Equipment is functioning properly and shall inform Vanderkamp immediately (within 24 hours) of any malfunctions.
- 17.4. Unless the Agreement specifies that the installation, commissioning, operation/maintenance, decommissioning and/or de-installation of the Equipment (as applicable) are to be performed by, or be the responsibility of, Vanderkamp (or it is otherwise agreed in writing that any such obligations are to be performed by an Vanderkamp engineer) the renter shall:
  - a) carry out the safe and proper installation, commissioning, operation/watch keeping, de-commissioning and de-installation of the Equipment in accordance with all applicable laws and regulations;
  - b) carry out the termination at any connection point between the Equipment and the renter's network/system in accordance with all applicable laws and regulations;
  - c) ensure the use and operation of the Equipment in conformity with its specification, Vanderkamp's operating instructions and all applicable laws and regulations;
  - d) ensure that the Equipment is not used or operated for any purpose beyond its rated capacity or in a manner likely to result in deterioration of the Equipment (except normal wear and tear);
  - e) in the event of a leak spill or dispersal, immediately implement control measures to prevent, limit or reduce the impact;
  - f) keep itself acquainted with the condition of the Equipment and shall not use or operate it after it has become defective, damaged or in a dangerous state or in a state which results in a breach of any applicable law or regulation and if the renter or any employee, contractor or agent of the renter does operate the Equipment in such condition then the renter shall be solely responsible for any damage, loss or accidents resulting therefrom; and
  - g) carry out a visual inspection of the Equipment (including all connection points) and leak identification checks daily and ensure that consumable levels (including fuel, oil and lubricant, coolant, refrigerant and chilled water treatment chemicals (as applicable)) in the Equipment are checked in accordance with Vanderkamp's instructions and that these are kept at the level required for the proper operation of the Equipment.
- 17.5. The renter is not permitted to sublet or make the Equipment available to third parties, or to dismantle and/or repair the Equipment (or have it dismantled and/or repaired), or to have the Equipment used by unqualified personnel.
- 17.6. The renter is not permitted to transport the Equipment to a location other than the agreed place of delivery.
- 17.7. The renter is obliged to inform Vanderkamp immediately (within 24 hours) in the event that third parties wish to claim or exercise any rights to the Equipment or in the event of damage to the Equipment or circumstances which could reasonably lead to damage.
- 17.8. In the event of loss, theft, damage or destruction of the Equipment during the rental period, the renter is obliged to inform Vanderkamp immediately (within 24 hours). The renter is obliged to compensate Vanderkamp in full. In the event of loss, theft or destruction of the Equipment, the renter must pay Vanderkamp the Current Value of the Equipment.

## 18. Charges

- 18.1. The costs of energy consumption of the Equipment shall be borne by the renter.
- 18.2. The hire charges apply for the duration of the hire period. If the hire period is less than the Minimum Hire Period, as decided by the renter (decommissioning of the Equipment or termination of the Agreement), it will remain liable for the hire charges in addition to any outstanding amounts due under the Agreement up to the date of off-hire (including the services charges, fuel charges and/or the transport charges (as applicable)).

## 19. Maintenance and care

- 19.1. Vanderkamp shall, either itself or through any third party, provide regular maintenance and servicing during the Agreement in accordance with Vanderkamp's standard practice.
- 19.2. The renter shall make the Equipment available to Vanderkamp for the purpose of carrying out maintenance or service (a) within one (1) week of Vanderkamp notifying the renter of such maintenance or service being due in case of routine maintenance or service, or (b) sooner as needed, for maintenance that may be more immediate in nature (including, without limitation, where maintenance is required in order to address a health and safety requirement or risk of a breakdown). Vanderkamp shall use reasonable endeavours to minimise downtime of the Equipment during routine maintenance and servicing.
- 19.3. The routine maintenance and servicing schedule for the Equipment is determined by the running hours of the Equipment. Unless the Equipment is hired on the basis of unlimited running hours (or Vanderkamp engineers are on-site operating the Equipment), as soon as reasonably practicable after the end of each week, the renter is required to provide Vanderkamp with an accurate statement of the number of hours the Equipment has worked each calendar day in that week.
- 19.4. If the actual running hours of the Equipment in a week exceed the agreed limit for that week and the renter fails to notify the actual running hours to Vanderkamp, Vanderkamp shall not be responsible for any breakdown and the renter is responsible for the cost of carrying out the maintenance and any necessary repairs. If the renter fails to notify Vanderkamp of any changes of running hours and as a result, Vanderkamp schedules an unnecessary servicing and incurs costs, the renter shall be charged for travel cost and the relevant number of working hours of the service engineer. If the renter fails to notify Vanderkamp of any change in the daily running hours in accordance with Clause 19.3 so that the actual running hours of the Equipment require servicing sooner than the maintenance schedule, the renter shall pay Vanderkamp the full cost of any repairs required as a result of any additional wear, tear and damage to the Equipment as well as the cost of the next scheduled service.
- 19.5. Vanderkamp plans routine maintenance according to the expected due date based on the date of the last service and the agreed running mode of the Equipment in application of the Agreement. Consequently, any change in daily hours of running must be immediately notified to Vanderkamp. If the renter fails to notify Vanderkamp of such changes and Vanderkamp engages costs for unnecessary maintenance, the renter will be charged for the travel and the working hours of the service engineer. If the renter fails to notify Vanderkamp of such changes and the Equipment operates beyond the maintenance interval, the renter shall compensate Vanderkamp for additional wear, tear and damage to the Equipment by paying the full cost of both the next service and any consequent repairs.
- 19.6. During normal working hours, Vanderkamp will make no charge to the renter for any routine maintenance and servicing. But if the renter can only make the Equipment available for this purpose outside normal working hours, then Vanderkamp reserves the right to charge the renter for overtime costs in accordance with the rates set out in the Quotation.

## 20. Defect

- 20.1. The renter must notify Vanderkamp of any breakdown immediately, such notice shall only become effective upon actual receipt of it by Vanderkamp. Vanderkamp shall not be liable for any damage caused by and after a late notification of a Defect in the

- Equipment. The renter shall not attempt to carry out repairs himself or to engage any third party to carry out any repairs except with the express prior written consent of Vanderkamp. If there are stoppages outside Vanderkamp's control, Vanderkamp will not accept any relief from hire charges (except to the extent that such stoppages arise as a direct result of a force majeure event) nor any other claims however they arise.
- 20.2. If any Equipment breaks down or suffers a defect through proper ordinary usage or normal wear and tear or the development of an inherent fault or a fault which could not have been ascertained by a reasonable examination of the Equipment by the renter in accordance with Clause 17.1, Vanderkamp shall choose either (a) to repair the Equipment at Vanderkamp's expense as soon as reasonably practicable and, in that case, the renter shall not be charged the hire charges for the period between the notification of the Defect to Vanderkamp and the repair or (b) to replace the Equipment affected by the Defect. The renter is obliged to cooperate fully in this case.
  - 20.3. If any Equipment breaks down or suffers a defect for any reason other than those set out in Clause 20.2, Vanderkamp shall choose, either (a) to repair it at the rental's expense (without prejudice to the obligation of the renter to pay any sums due to Vanderkamp until repair is completed) or (b) to replace the relevant Equipment at the renter's expense. If an expert opinion is required to determine the reason of the Defect, and the expert concludes that the Defect was not attributable to any of the reasons set out in Clause 20.2, the renter will bear the costs of the expert.
  - 20.4. In case of repairs outside the Netherlands, travel and transport costs will be charged to the renter.
  - 20.5. If the repair of the Equipment is not practicable and if a replacement of the Equipment is not available at an affordable cost, Vanderkamp may terminate the hire with immediate effect and without any liability whatsoever to the renter for such termination or any consequences of such Defect or termination.
  - 20.6. The renter is liable for all direct and indirect damage (such as consequential damage, damage caused by delay and loss of profit) caused by a Defect in the Equipment, the defective functioning of the Equipment and for all damage to the Equipment during the rental period. Vanderkamp has not taken out insurance against the damage referred to above, unless otherwise agreed in writing. If required, the renter must take out their own insurance to cover these risks.
  - 20.7. In the event of a temporary failure or malfunction of the Equipment due to a defect in the Equipment caused by improper use by the renter, the renter shall be liable for all damages arising therefrom and the renter shall remain liable for the rental fee for the duration of the repairs.

## **21. Specific regulations**

- 21.1. The renter shall not permit the Equipment to be used near salt water, salt spray, salt laden air or hazardous materials (with the exception of offshore contracts), or be situated in an environment liable to be open to dust ingress or fine metallic substances without giving prior written notification to Vanderkamp. The renter shall notify Vanderkamp, prior to commencement of or during the hire period, of any bacteria, viruses, parasites, contaminants, corrosion, debris or other hazardous substances or materials present in the renter's temperature control system or Equipment. The renter shall not introduce any coolant, refrigerants, water treatment chemicals or other consumables to the temperature control system comprised of or incorporating the Equipment without giving reasonable prior written notification to Vanderkamp.
- 21.2. The renter must if required obtain at its own expense and as its own responsibility all necessary permits and authorisation from the relevant authorities for the installation and operation of the Equipment. The renter is deemed to have completed all administrative formalities and obtained all permits and authorisations required for the delivery and installation of the Equipment on its site prior to delivery. Vanderkamp declines any responsibility for the consequences resulting from any problems or delays in obtaining the administrative permits and documents.

- 21.3. The renter is solely responsible for the ground condition on the site. When the ground is unstable or does not allow proper functioning of the Equipment, nor movements without wooden wedges or equivalent, the renter will provide and put in place, at its expense, the wooden wedges or equivalent adequate to allow the movement or operation of the Equipment.
- 21.4. Unless otherwise specified in the Agreement, all consumables (including fuel, oil and filters) shall be supplied by Vanderkamp. All consumables shall, when supplied by the renter, be of a grade and type specified by Vanderkamp. Unless otherwise specified in the Agreement, the party who has supplied the consumables shall be responsible for disposal of all waste including used consumables, drums and hazardous waste, in a manner that meets all applicable laws.
- 21.5. The electrical connections of the Equipment to the renter's installations will be evaluated, decided upon and carried out by the renter as the renter's exclusive responsibility. The renter shall be responsible for making, at its own expense and as its own responsibility, the connections and disconnections of the Equipment to its installation in accordance with the applicable standard and regulations.
- 21.6. Vanderkamp's employees are only permitted to work at height if protective measures have been taken and appropriate equipment is provided.
- 21.7. The administrative authorities and other competent bodies may require employing special facilities such as fire extinguishers, safety and/or emergency lighting, water supply points, panic locks, parapets, or other equipment of a specific nature. Unless otherwise agreed in writing, the provision of such facilities shall be the renter's responsibility at its own expense.

## **22. Return of the Equipment**

- 22.1. The renter shall be entirely responsible for the return of all of the Equipment to Vanderkamp at the end of the hire period or on recall of the Equipment or on early termination of the Agreement at such address as is agreed. All of the Equipment shall be returned to Vanderkamp in Zwolle in good working condition, fair wear and tear excepted, and in the same state as it was initially handed over. The renter shall remain responsible for the Equipment at all times until it has been handed over to Vanderkamp.
- 22.2. If the renter returns any of the Equipment in any other condition for any reason whatsoever, then the renter shall be liable to Vanderkamp for (a) the full cost of any repairs which Vanderkamp shall deem necessary or desirable, or (b) the whole cost of replacement of such Equipment if Vanderkamp considers that such repairs would not be practicable or cost effective and (c) Vanderkamp's hire charges for the Equipment (i) while the Equipment is idle owing to any such repairs and (ii) where relevant, until the payment of the costs referred to in paragraph (b) above (without affecting Vanderkamp's right to receive payment of the hiring in application of the Agreement).
- 22.3. The renter will be liable to pay compensation equal to the rental fee over the period between the end of the rental agreement and the date on which the Equipment was returned to Vanderkamp in Zwolle, unless it is attributable to Vanderkamp that the Equipment could not be delivered on time.
- 22.4. If it has been agreed that Vanderkamp will collect the Equipment from the agreed location, the renter must ensure that an authorised person is present on the day of collection to hand over the Equipment to Vanderkamp. This person must be able to prove their identity on request. If this obligation is not fulfilled, not fulfilled on time or not fulfilled properly, all resulting costs (including loss of rental income and transport costs) shall be borne by the renter.
- 22.5. If the renter fails to return any of the Equipment for any reason whatsoever (whether or not involving any negligence or other fault on the part of the renter, its employees, contractors or agents) then the renter shall be liable to Vanderkamp for (a) the full cost of replacing the Equipment; and (b) Vanderkamp's hire charges until the payment referred to in paragraph (a) above is made.

## 23. Insurance

- 23.1. During the Risk Period, the renter shall at its own expense obtain and maintain insurances of the Equipment and itself against (i) all and any risks for civil liability and risks of loss, damage or destruction of the Equipment by fire, flood, theft, vandalism or accident, and such other risks as Vanderkamp may from time to time nominate in writing to a value not less than the full replacement value; and (ii) insurance for such amounts as a prudent owner or operator of the Equipment would insure for, or such amount as Vanderkamp may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising in connection with the Equipment. For the avoidance of doubt, such risks include without limitation theft, wilful and accidental damage, fire, flood and all risks arising from the presence or operation of the Equipment at the site (including without prejudice to the generality of the foregoing, legal liabilities to third parties arising from the operation of, or in connection with, the Equipment). The renter shall maintain such insurances for the period between the time of delivery of the Equipment to the site and the time when the Equipment is subsequently removed from the site and if so agreed in the Agreement, the transport of the Equipment from the site to Vanderkamp's depot or nominated site. The renter shall be responsible for paying any deductibles due on any claims under such insurance policies and any insurance monies received by the renter under such insurance policies shall to the extent deemed necessary by Vanderkamp, be applied as directed by Vanderkamp. Vanderkamp must be named as beneficiary on the insurance policies.
- 23.2. The renter shall supply Vanderkamp with evidence of the renter's insurance prior to the start of the hire period. If Vanderkamp does not receive evidence of the renter's insurance by the agreed time for delivery, the renter shall be liable and Vanderkamp shall charge the cost of Vanderkamp's insurance obligation waiver service applicable as at the date of agreed delivery.
- 23.3. If agreed in writing with Vanderkamp or if the evidence of the renter's insurance is not received by the agreed time for delivery, the renter shall purchase Vanderkamp's insurance obligation waiver (the "IOW") in which case, the terms and conditions set out in the Appendix to this Agreement titled "Insurance Obligation Waiver" shall apply.
- 23.4. The renter shall inform Vanderkamp immediately in case (a) of loss of or damage to the Equipment and, where the possibility that any loss or damage has been caused by a third party cannot be ruled out, notify the loss or damage to the police and send a copy of the written report of that notification to Vanderkamp without delay, (b) the Equipment is involved in any accident resulting in injury to persons or damage to property. The renter must not make any admission, offer, promise of payment or give an indemnity without Vanderkamp's consent in writing.

## 24. Warranty

- 24.1. Vanderkamp warrants to the renter that:
- a) the Equipment shall:
    - i) be free from any defects in design, workmanship and material which would affect the proper and safe operation of the Equipment;
    - ii) conform in all material respects to its specification (as made available by Vanderkamp), be of satisfactory quality and fit for any purpose held out by Vanderkamp or agreed in writing by Vanderkamp; and
    - iii) comply with all applicable legislation from time to time in force; and
  - b) the services shall be provided:
    - i) using reasonable care, skill and diligence;
    - ii) in accordance with all applicable legislation from time to time in force;
    - iii) by personnel who are suitably skilled and experienced to perform tasks assigned to them; and
    - iv) in accordance with all health and safety rules and regulations and any other reasonable security requirements that apply at the site and have been notified to Vanderkamp in writing prior to delivery.

- 24.2. Vanderkamp shall remedy any defect in the Equipment or re-perform any defective services which manifests itself during the hire period in accordance with Clause 20. Except as provided in Clause 20 and this Clause 24, Vanderkamp shall have no liability to the renter in respect of the Equipment's and/or the services' failure to comply with the warranties in this Clause.
- 24.3. The warranty and obligation to remedy in Clause 24.1 will not apply where any defect in the Equipment or services has arisen from any drawing, design or specification supplied by the renter, wilful damage, negligence of the renter or its employees, subcontractors or agents, abnormal working conditions, failure to follow Vanderkamp's instructions, misuse or alteration or repair of the Equipment without Vanderkamp's prior written approval or breach of any of the terms of the Agreement by the renter.
- 24.4. Vanderkamp makes no warranty as to the ability of the Equipment to provide a constant and uninterrupted supply. If constant and uninterrupted supply is required, the renter shall be responsible for ensuring that there is a contingency supply in place on the site.
- 24.5. The Agreement sets out the full extent of Vanderkamp's obligations and liabilities in respect of the services and the Equipment and its hiring to the renter. In particular, there are no conditions, warranties or other terms, express or implied, including as to quality, fitness for a particular purpose or any other kind whatsoever, that are binding on Vanderkamp except as specifically stated in the Agreement. Any condition, warranty or other term concerning the Equipment which might otherwise be implied into or incorporated within the Agreement, whether by law, regulations or otherwise, is expressly excluded.

## **25. Liability and indemnity**

- 25.1. The renter acknowledges and accepts that in entering into the Agreement Vanderkamp will rely on the advice, information, statement, representation or warranty given by the renter and/or its employees, officers, contractors or agents, to Vanderkamp including those in relation to the Equipment, its use (whether regarding specification, performance capability or suitability for any purpose) and location. Vanderkamp shall not be liable to the renter for any breach of contract, negligence, tort, or on the ground of any other liability which result from the reliance on such advice, information, statement, representation or warranty being incorrect, incomplete or misleading.
- 25.2. Neither party shall be liable to the other for any indirect or consequential loss (including, but not limited to, loss of business and/or profits).
- 25.3. Nothing in the Agreement shall operate to exclude or limit a party's liability for the death or personal injury of any person caused by the negligence, wilful intent or wilful recklessness, of its employees, officers or agents.
- 25.4. Vanderkamp makes no representation or warranty (statutory, implied or otherwise) as to the Equipment itself or as to its quality or condition, or as to its fitness for a particular or general purpose.
- 25.5. Vanderkamp's maximum aggregate liability to the renter under or in connection with the Agreement shall not exceed the greater of (a) the total amount of the hire charges paid by the renter in respect of the Minimum Hire Period and (b) the total amount of the hire charges and services charges received from the renter by Vanderkamp under the Agreement.
- 25.6. No party is liable, whether directly or indirectly, for any delay or failure in the performance of all or part of any of its contractual obligations if such delay or failure is attributable to the defect of a part, component or element of the Equipment related to a force majeure event.
- 25.7. The renter shall be solely responsible for, and shall hold Vanderkamp fully indemnified against any and all (a) loss or damage arising to or in connection with the Equipment or as a result of the use or location of the Equipment, or any failure on the part of the renter to return any of the Equipment on time at the termination of the Agreement or the end of the hire period, (b) claims by any person whomsoever for personal injury or damage to property caused by or in connection with the use or location of the Equipment and in respect of all costs, expenses and charges incurred in connection with such claims whether arising under statute or any other legal grounds and (c) costs, fines, penalties, damages,

assessments and/or expenses, levied, assessed, incurred or awarded by reason of any violation of any applicable environmental laws or regulations in connection with the discharge, release and/or disposal of any hazardous materials or hazardous substances in the course of the operation, use, handling or transportation of the Equipment. These indemnities shall not apply to the extent that the loss, damage or injury arises from any negligence or wilful recklessness, on the part of Vanderkamp or its employees, servants or agents.

## **26. Termination**

- 26.1. Without affecting any other right or remedy available to it, Vanderkamp shall be entitled to terminate the Agreement with immediate effect by giving written notice to the renter if:
- a) the renter fails to pay any amounts due to Vanderkamp on time, whether for the hire of the Equipment under the Agreement or otherwise and fails to pay any outstanding amount within seven (7) calendar days from Vanderkamp's written notice sent by registered mail demanding such payment; or
  - b) the renter does or causes anything to be done or permits or undergoes any act that prejudices or jeopardises Vanderkamp's title and/or rights in the Equipment.
- 26.2. Without affecting any other right or remedy available to it, either party may terminate the Agreement with immediate effect by giving written notice to the other party if:
- a) the other party materially fails to comply with any term of the Agreement which failure is irremediable or (if it is remediable) fails to remedy that non-compliance within a period of seven (7) calendar days after being notified in writing to do so; or
  - b) the other party ceases to operate or is unable to pay its debts as they fall due or if it is subject to an investigation, seizure or foreclosure or if it requests, proposes or reaches any settlement with its creditors, or if it goes into liquidation as a company or if a receiver or administrator is appointed for all or part of its assets or business, or in the event of bankruptcy, reorganisation, foreclosure, merger or division; or
  - c) a force majeure event prevents the performance of all or part of Vanderkamp's obligations under the Agreement for a consecutive period of fourteen (14) days.
- 26.3. Upon termination of the Agreement (however caused), Vanderkamp (or its authorised representatives) shall have the right to enter any premises or the site where the Equipment is located for the purposes of recovering the Equipment and shall be authorised to repossess the Equipment without further notice at the expense of the renter. The renter shall pay to Vanderkamp on demand (i) all Charges and other sums due but unpaid at the date of such demand together with any interest accrued pursuant to Clause 4.3 and (ii) any costs and expenses incurred by Vanderkamp in recovering the Equipment.
- 26.4. The termination of the Agreement shall not affect any other rights of Vanderkamp or discharge the renter from any existing obligations accrued on or prior to the date of termination.

## **27. General provisions**

- 27.1. Vanderkamp shall be allowed to subcontract whole or part of the services.
- 27.2. If any provision of the Agreement is rendered void by law or declared void by court decree or order or is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, the remaining provisions shall be severable and shall remain unaffected. Accordingly, they will not be affected and shall remain fully valid and in force.
- 27.3. The parties undertake to process all data collected and processed for the purposes of the performance of the Agreement, in accordance with the applicable regulations on the protection of personal data and in particular with Regulation (EU) 2016/679 on data protection, as well as Dutch law on data processing, files and freedoms. The personal data that the renter has communicated to Vanderkamp (name, address, telephone number) is collected and processed in the context of the performance of the Agreement for the purpose of managing and monitoring the Agreement.
- 27.4. Any waiver, indulgence or forbearance by Vanderkamp of any of the terms rights contained herein shall not affect the enforceability of such terms or rights.

- 27.5. No variation of the Agreement shall be effective unless specifically agreed in writing by an authorised signatory of Vanderkamp and of the renter.
- 27.6. The renter shall not assign the Agreement or any part of it or any benefit or interest in or under it without the previous written agreement of Vanderkamp. This consent will be in the absolute discretion of Vanderkamp and will be given in exceptional circumstances.

## **C. CONSULTANCY WORK**

### **28. Assignment**

The Assignment will set out, as far as possible, in writing:

- A clear description of the project and the nature and scope of the work assigned to Vanderkamp;
- the time or period within which the Assignment is to be completed;
- the payment arrangements;
- whether and, if so, what work will be assigned to Vanderkamp with regard to the client's legal obligations;
- the way in which quality assurance will be organised;
- how and how often the parties need to consult with each other.

The Assignment shall be performed in accordance with the agreed schedule. The time limits contained therein are not strict deadlines, which means that the client must first give Vanderkamp written notice of default and allow Vanderkamp a reasonable period of time to still fulfil its obligations.

## **D. MAINTENANCE WORK**

### **29. Obligations of the client with regard to maintenance work**

- 29.1. The client will ensure that Vanderkamp has the following at its disposal in good time:
- a) all the permits required under public and private law for the work to be done;
  - b) the site or water where the work is to be done;
  - c) any drawings and/or other information needed.
- 29.2. The client bears responsibility for the construction and working methods specified by them or on their behalf, as well as for the assignments and instructions issued by them or on their behalf.
- 29.3. In the event that any materials or resources provided by the client are defective, the client shall be liable for any damage caused by such defects.
- 29.4. The client bears the responsibility for any functional inadequacy:
- a) of materials or resources that they have prescribed;
  - b) of materials or resources to be procured from a supplier prescribed by them.
- 29.5. If statutory regulations or government decrees impose higher requirements on the work than those specified in the Agreement, the changes to the work required to meet these requirements shall be charged as additional work:

### **30. Cooperation with others**

- 30.1. If the Agreement stipulates that Vanderkamp must coordinate its work with that of other consultants and third parties engaged by the client, the client will determine who is to be entrusted with the coordination of the work and what the duties of each party will be in this respect. In the absence of such instructions from the client, Vanderkamp shall not be responsible for this coordination.
- 30.2. The coordination referred to in the previous paragraph shall at least require the coordinator to draw up in good time, in consultation with the client and the other contractors, a schedule for the performance of the Agreement and to consult them immediately in the event of any delay or other circumstances likely to cause delay or damage and to report to them in writing.
- 30.3. The client will be liable to Vanderkamp for any additional costs and/or damage incurred by Vanderkamp as a result of the inability of the party responsible for coordination.

### **31. Claims made by the client**

- 31.1. If the agreed work is not performed properly, Vanderkamp will, within a reasonable period of time, choose whether it will then perform the work properly or will pay back the client a proportionate part of the assignment fee.
- 31.2. If Vanderkamp decides to then perform the work in full, the client must give Vanderkamp the opportunity to do so.
- 31.3. In the performance of the work by Vanderkamp, the client shall bear the costs for:
  - a) all transport or delivery costs;
  - b) costs for dismantling and assembly;
  - c) travel and accommodation expenses and travel time.
- 31.4. Vanderkamp shall not be held liable for defects (to the items to be maintained) resulting from:
  - a) normal wear and tear;
  - b) improper use;
  - c) maintenance work not done or not done correctly by the client;
  - d) (incorrect) installation, assembly, alteration or repairs by the client or by third parties;
  - e) defects to or the unsuitability of items provided by or prescribed by the client;
  - f) defects to or the unsuitability of materials or resources used by the client.

### **32. Additional and less work**

- 32.1. Additional and less work shall be charged as follows:
  - a) in the event of changes to the Assignment;
  - b) in the event of deviations from the amounts of any estimated costs;
  - c) in the event of deviations from estimated quantities;
  - d) in the event of deviations from any chargeable quantities;
  - e) in cases where the Agreement provides for charging for additional and less work.
- 32.2. If no agreement has been reached on the way in which and time additional and reduced work are charged, Vanderkamp is entitled to charge for additional and less work immediately after it has occurred.

### **33. Cost-increasing circumstances**

- 33.1. A cost-increasing circumstance is a circumstance of such a nature that the probability of its occurrence was not taken into account when the Agreement was concluded, which is not attributable to Vanderkamp and which significantly increases the total cost of the work or activities.
- 33.2. If cost-increasing circumstances as referred to in the first paragraph occur, Vanderkamp is entitled to charge an additional fee equal to the cost increase.
- 33.3. If Vanderkamp is of the opinion that cost-increasing circumstances (will) occur, it must notify the client of this in writing as soon as possible. Failure to notify in good time of a cost-increasing circumstance shall, however, not prejudice the right to charge an additional fee.

## Appendix

### Insurance Obligation Waiver

**1. Damages and losses covered**

The application of the IOW relieves the renter of some of its obligations under Clause 23 of the Conditions in respect of the Relevant Equipment (as defined below).

**2. Equipment covered**

The IOW covers all Equipment located at the site other than any Distribution panels, pipes, hoses and cables, hired by the renter from Vanderkamp (the "**Relevant Equipment**").

**3. Waiver**

The renter must comply with its obligations under the Conditions. Notwithstanding the foregoing, when the IOW applies and the renter's liability for any loss or damage caused to the Relevant Equipment by application of the Conditions will be limited to a maximum of three thousand Euros (€ 3,000) per incident caused to the Relevant Equipment.

**4. Exclusions**

There is no limitation or exclusion of liability under the IOW for (a) damage to any of the Relevant Equipment caused by the renter's (or its employees', contractors' or agents') deliberate, malicious or wilful acts or omissions, (b) damage to any of the Relevant Equipment caused by any delay or failure by the renter to make the Equipment available to Vanderkamp for the purposes of carrying out maintenance or servicing (routine or otherwise), (c) damage to any third party (including the employees, contractors or agents of the renter) resulting from or arising in connection with the operation of the Relevant Equipment or (d) transport costs associated with the repair or replacement of the Relevant Equipment. Accordingly, the renter shall be responsible for insuring the Relevant Equipment and itself against any such risks and liabilities in accordance with Clause 23 of the Conditions. In addition, the damage waiver does not apply when the Agreement is performed on ship at sea or inside the confinement zone of nuclear plants.

Theft of all or part of the Equipment must be notified to Vanderkamp in writing without undue delay. Notification of such theft will only take effect once the copy of the written police report is received by Vanderkamp. Otherwise, the damage guarantee will not apply. Consequently, the renter must insure the Relevant Equipment, as well as himself, against any risk and liability in the aforementioned cases in accordance with Clause 23 of the Conditions.

**5. IOW fee**

In consideration for the provision of the damage waiver the renter shall pay Vanderkamp a fee in the amount set out in the Quotation in accordance with the Conditions.