

### Article 1: General

- 1.1. In these general terms and conditions of lease, the term "lessor" refers to the private limited company HP Staal B.V., established in Vianen, the Netherlands.
- 1.2. In these general terms and conditions, the term "lessee" refers to the natural or legal person to which an offer is addressed with reference to these general terms and conditions and/or with which a contract is concluded with reference to these terms and conditions.
- 1.3. Deviation from these general terms and conditions or parts thereof are only valid if they in writing and signed by both parties.
- 1.4. The general terms and conditions of the lessee do not apply unless they are accepted by the lessor expressly and in writing. The applicability of the general terms and conditions of the lessee is expressly ruled out.
- 1.5. The following terms and conditions are applicable to all offers made by the lessor and all contracts concluded by the lessor or actions taken by the lessor. The granting of an assignment by the lessee to the lessor or placement of an order with the lessor by the lessee always takes place under acceptance of these general terms and conditions by the lessee.

### Article 2: Lease: Offers and contracts

- 2.1. All offers, tenders and price statements made by the lessor are free of obligation as regards prices, the delivery period and the possibility to supply the leased items, unless evidently (in writing) and expressly otherwise. Offers, tenders and price statements do not automatically apply to future contracts.
- 2.2. The contract is created by the assignment to lease the goods on the basis of the tender. An assignment that deviates from the tender applies as a new tender and a rejection of the original tender. If the lessee expresses an assignment verbally, a written assignment confirmation from the lessor must accurately express the content of what has been agreed, unless the lessee immediately, but within a maximum of two days after receiving the assignment confirmation, informs the lessor of his objections to the content of the assignment confirmation in writing.
- 2.3. The offered and agreed prices exclude turnover tax. The costs of transportation of the leased items and the loading and unloading costs are included in the agreed price. If the lessee provides transportation, loading and unloading services this will be stated explicitly in the offer, tender or price statement.
- 2.4. The lessor retains the right to have third parties execute all or part of the contract at all times.

### Article 3: Prices and payment

- 3.1. Prices are net, in Euros and exclude turnover tax. No deductions or discounts can be applied unless agreed otherwise in writing.
- 3.2. Every payment must take place within fourteen days after the invoice date or by means of advance payment and without the lessee having any entitlement to any discount or settlement that is not expressly agreed. Other payment schemes must be agreed in writing. In the case of multiple lessees, they are all mainly and severally liable for the entire agreement.
- 3.3. The lessor is entitled to require security from the lessee. If the lessee is in default in this regard the lessor is entitled to dissolve the contract unilaterally without the lessee having any entitlement to damage compensation and without prejudice to the lessor's right to complete damage compensation.
- 3.4. If the period stated in clause 2 of this article is exceeded, the lessee is legally in default and is liable to pay the statutory (trade) interest ex article 6:119 (a) cc due over the entire invoice sum and extrajudicial costs to be specified subsequently, commencing on the day that the invoice becomes payable until the date of complete payment.
- 3.5. In the case of late payment, the lessor is entitled to reimbursement of the extrajudicial costs. These costs are fixed at 15% of the outstanding invoice sum, including VAT, with a minimum of € 250, without prejudice to the lessor's right to compensation for other damage.
- 3.6. If the lease is unpaid within one month after any lease period has elapsed, the lessor is entitled to unilaterally dissolve the lease contract with the requirement for notice of default or legal intervention. In that case, the lessor is entitled to remove the leased items at the expense of the lessee, for which purpose the lessee promises to grant the lessor access to the site(s) where the leased items are located. The lessee pays, in the event of the abovementioned ending of the lease contract, damage compensation that equals the unpaid lease sum until the day that the leased items are returned and received, without prejudice to the lessor's right to supplemental damage compensation.
- 3.7. The lessee's right to settle their claims against the lessor or to suspend their obligations is expressly excluded.

### Article 4: Force majeure

- 4.1. If, after the creation of a contract, it becomes apparent that the execution has become objectionable or impossible for the lessor due to force majeure, it is entitled, at its own discretion, to either unilaterally dissolve the contract or suspend the execution of the assignment, in as far as it must still be executed, in which cases the lessee, in view of the circumstances of the case, will be informed as quickly as possible.
- 4.2. In any case, but not exclusively, there is force majeure on the part of the lessor if the lessor, after concluding the contract, is prevented from meeting its contractual obligations or implementing the relevant preparation due to war, unrest, molestation, fire, water damage, flooding, industrial action, occupation of the premises, exclusion hindrance to importation or exportation, governmental measures, defects to machinery, disruptions in the power supply, late delivery of the required raw materials and/or catalysts, all-in the lessor's company and that of third parties from whom the lessor must completely or partially obtain the required materials or raw materials, and also during storage or transportation, whether or not under own management, and that are caused by all other goods, outside the debt or risk of the lessor.

- 4.3. If the lessor has already partially fulfilled its obligations when the force majeure situation starts, it is entitled to invoice the services or items delivered separately, and the less is obliged to pay this invoice.

### Article 5: Lease:

- 5.1. The lease period starts on the day that the leased items are made available to the lessee, or on the day that the lessor continues to make the leased items available to the lessee on the basis of the contract.
- 5.2. Leasing of the leased items takes place per week, with a minimum period of 8 weeks. The lease period is calculated per week and rounded up in the favour of the lessor in this case. Changing or extending the lease period must be agreed in writing. If the leased items are returned before the end of the lease period, the lessee is still liable to pay the agreed lease price.
- 5.3. The lessee has the right to inspect or order the inspection of the leased items before transport. Any shortcomings must be noted on the waybill or delivery slip. All shortcomings must also be reported to the lessor in writing within five days after delivery. Reporting a shortcoming does not entitle the lessee to suspend his payment obligation. Any legal claims on the part of the lessee must be brought no later than one year after the timely submission of a complaint under penalty of loss of rights. If a defect is not reported to the lessor in the aforementioned manner, the lessee relinquishes the right to bring a claim in relation to the shortcoming.
- 5.4. Delays in delivery (for any reason whatsoever) do not give the lessee the right to suspend the fulfillment of any obligation in relation to the lessor.
- 5.5. Transportation to and from the delivery site and the loading and unloading at the site takes place at the expense and risk of the lessor, unless agreed otherwise in writing. If the lessee provides transport, the transport and loading and unloading costs are at the risk and expense of the lessee. The lessee is obliged to obtain complete insurance cover for the leased items during transport, loading and unloading.

### Article 6: Use

- 6.1. The lessee will only use the leased items for the purpose or work referred to in the contract. Other use and longer term use is forbidden unless the lessor agrees in writing. Using the leased items overseas is not permitted unless the lessor agrees in writing.
- 6.2. The lessee is not permitted to grant anyone any rights to the leased items or to sub-lease them to third parties or transfer, completely or partially, its rights consequent to this contract to third parties. The lease may be transferred to third parties only after the lessor has provided written permission for this, while the original lessee is released from his obligations. In addition, the lessor must receive a signed declaration from the new lessee that clearly shows the number of pieces and/or the number of metres that he has leased, and that he is familiar with the terms and conditions of lease.
- 6.3. The lessee is obliged to maintain the leased items in a decent and commercially valuable condition during the lease period at its expense and to have all necessary repairs executed at its expense, even if the leased item was damaged as a consequence of coincidence, molestation or any other event. The lessee agrees no to overload the leased material in any way. Devaluation, repairs and modernisations due to improper use, overloading, insufficient maintenance or inexpert use are at the expense of the lessee.
- 6.4. The lessee is obliged to follow the instructions for use. If the leased items have been in contact with chemicals, the lessee is obliged to report this to the lessor within five days. The lessee must ensure that the leased items are free of chemicals before the end of the lease period.
- 6.5. The lessee is obliged to report all damage (damage or loss) to the leased items to the lessor within five days after it is discovered. The lessee is liable for all damage (direct and indirect) to the leased items, regardless of the event, action or lack of action that caused the damage. In the case of force majeure, the lessee is liable for all damage to the leased items.
- 6.6. The lessee is liable for all damage during the lease period caused and/or with the leased items.
- 6.7. The lessee is obliged to make the leased items available at the end of the lease period in an undamaged and clean condition. The lessee is entitled to have an expert ascertain the condition of the leased items during unloading (at his own expense). If the lessee does not use this right, he must be satisfied with the written statement made by the lessor in relation to the condition and the quantity of leased items returned. If the leased items are, for any reason whatsoever, not in a completely clean or undamaged condition when they are returned at the end of the lease period, the lessee is obliged to reimburse the lessor for all damage, including (but not exclusively) the costs of cleaning and/or repairs of the damage and consequent damage.
- 6.8. If the lessee remains in default after a certain or extended lease period and fails to return all or some of the leased items to the agreed or indicated location, the lessor is entitled to:
  - a. immediately claim the leased items or what is missing from them from the lessee and to remove them at the expense of the lessee, whereby the lessee agrees to grant access to the site(s) where the leased items are located
  - b. claim the value of the leased items or what is missing from them, this being the value specified in the lease rates at that moment. The lessee is obliged to continue paying the lease price – in the case stated in clause a., to the day on which the lessor receives the returned leased items at the agreed location. And in the case stated in clause b., until the value of the leased items has been paid to the lessor. Notice of default will not be required in the cases stated in clause a and clause b.

### Article 7: Liability

- 7.1. The lessor is, except in the case of intention or gross negligence, not liable for damage suffered by the lessee, regardless of whether the cause of this damage lies in a shortcoming, an illegal act or other legal grounds.

- 7.2. The lessor is not liable for shortcomings caused by force majeure.
- 7.3. In no case will the lessor accept liability for indirect damage, which will also include lost profit and turnover, build-in and build-on costs, loss of goodwill, lost savings, damage compensation (including fines) payable to third parties and damage caused by delays.
- 7.4. The lessor is not liable for damage caused by exceeding a certain delivery period, due to any cause.
- 7.5. The lessor is never liable for inaccuracies in the information, drawings and calculations, etc., provided by the lessee or the consequences of these inaccuracies.
- 7.6. The lessee's right to refer to a shortcoming in the leased items lapses if:
  - a. the leased item is exposed to abnormal circumstances or is not treated in accordance with the instructions for use, or is treated carelessly or inexpertly and/or
  - b. the leased item is stored for longer than normal and it is conceivable that this has caused loss of quality.
- 7.7. In as far as clause 1 to 6 of this article do not cover the legal entitlement of the lessor, the lessor's liability is limited to:
  - (a) the sum paid out by the lessor's insurer, plus the lessor's policy excess under the relevant insurance policy, or
  - (b) in the absence of any pay-out by the insurer, 50% of the invoice sum.
 The lessor's liability for damage is always limited to a maximum of € 5.000.
- 7.8. The liability limitations in this article also apply to employees deployed by the lessor, directors, representatives and their assistants.
- 7.9. The lessee exempts the lessor against all claims brought by third parties for damage compensation or otherwise, and also against all related costs incurred and to be incurred by the lessor, and damage suffered that is caused directly or indirectly or is connected to items sold by the lessor to the lessee, items and/or services delivered or to be delivered, including any work or advice.

### Article 8: Cancellation

- 8.1. Cancellation of a contract is only possible if the lessor agrees to this in writing and under the conditions to be determined by the lessor per case, including reimbursement for loss of profits.
- 8.2. The lessee is obliged to exempt the lessor at all times from claims brought by third parties as a consequence of the cancellation of the contract.

### Article 9: Disputes

- 9.1. Dutch law applies to all contracts to which these general terms and conditions are applicable.
- 9.2. All disputes connected to the contracts and (legal) actions between parties to which these general terms and conditions apply, will be adjudicated exclusively by the competent judge in the Netherlands within whose jurisdiction the lessor is established, except that the lessor remains authorised to bring a dispute before the judge who would have had jurisdiction if this stipulation was absent.

### Article 10: Conversion

- 10.1. If any stipulation in these general terms and conditions is null or legally annulled, this does not hinder the effect of the other stipulations. In that case, the lessor is entitled to replace the relevant stipulation with a stipulation that approaches its import as much as possible, without being null or susceptible to annulment.