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Article 1 Scope of Application

- 1.1 These terms and conditions will apply to all lease agreements entered into between the Lessor Duotank Event Solutions, hereinafter referred to as DES, and the Lessee.
- 1.2 The General Terms and Conditions of the Lessee will not apply and are expressly rejected.
- 1.3 The lease of materials for Bulk Beverage Infrastructure (BBI) is possible inclusive of recommendations concerning the setting-up of the location/the event location from the point of view of the BBI, installation, dismantling and permanency during the event.

Clause 2 Offers

All offers are non-binding.

Clause 3 Lease / Lease rent

- 3.1 The lease agreement is entered into for the term and lease rent stated in the Order Confirmation.
- 3.2 Unless the Order Confirmation applicable between the parties contains a different Extra Charges regulation, the lease price will be prematurely revised if the number of time periods mentioned in the order confirmation is changed.
- 3.3 The additional or extended time periods will, unless the parties agree on a different Extra Charges regulation, be charged at the applicable extra price, and will be charged to the Lessee with retrospective effect starting from the date of change.
- 3.4 If the lease is for more than one year, the lease rent will be revised each year according to the change in the Monthly Price Index published by the Central Statistics Bureau on the basis of the Consumer Price Index (CPI) for All Households (2000=100).
- 3.5 The revised lease rent will be charged using the following formula: the revised lease rent is equal to the lease rent on the start date of the (first) lease period, multiplied by the Index figure of the calendar month that precedes the calendar month, in which the lease rent is revised, by four calendar months, divided by the Index figure of the calendar month that precedes the calendar month in which the first lease period commences, by four calendar months.

Article 4. Payment

- 4.1 If the lease period exceeds one month, invoicing will be done monthly, and weekly in all other cases. Payment should be made within thirty (30) days of the invoice date.
- 4.2 Payment should always be made according to agreed payment terms.
- 4.3 The Lessee should pay the security deposit stated in the lease agreement in cash at the time of entering into the lease agreement. The security deposit will be returned when the lease agreement comes to an end, provided that in such case, the lease property is returned to DES in the condition in which it was provided to the Lessee. The security deposit requirement will be applied according to the client and at the discretion of DES.
- 4.4 Irrespective of the agreed payment conditions, the Lessee is bound to provide a security for payment, if DES so requests, that is adequate in DES's opinion. If the Lessee does not fulfil this condition within the specified period, it will immediately be deemed to be in default. In such case, DES will have the right to terminate the agreement and to recover the damage from the Lessee.
- 4.5 The Lessee's will have no right to set-off his claims against DES, unless DES becomes bankrupt.
- 4.6 The full payment claim will become immediately payable if:
 - a. a payment deadline is exceeded;
 - b. the Lessee goes bankrupt or applies for suspension of payment;
 - c. the claims or assets of the Lessee are attached;
 - d. the Lessee's company is dissolved or liquidated;
 - e. the Lessee (if a natural person) is placed under receivership, or dies.
- 4.7 In the aforesaid cases, DES will have the right, at all times, to recover the lease property from the Lessee (right of retention of title), without the need for notice of default or advance notice. The Lessee is bound to provide DES with the cooperation desired by it. The Lessee hereby grants DES permission to access the leased goods. DES is not liable for any loss that the Lessee or third parties may suffer due to the recovery of the goods or the termination of the lease agreement.
- 4.8 If payment is not made by the due date, the Lessee is immediately liable to pay interest to DES. The interest is 10% per year, but the statutory interest rate will apply if this is higher. When calculating interest, a part of the month will be counted as a full month.
- 4.9 If payment is not made within the agreed deadline, the Lessee will be liable to pay DES all the extra-judicial costs, subject to a minimum of € 50/-.
The costs will be calculated according to the following table:

on the first	€ 3.000,=	15%
on the excess, up to	€ 6.000,=	10%
on the excess, up to	€ 15.000,=	8%
on the excess, up to	€ 60.000,=	5%
on the excess, starting from	€ 60.000,=	3%

If the extra-judicial collection costs actually incurred exceed the calculation above, the actual costs incurred will be payable.
- 4.10 If the court decides in favour of DES in judicial proceedings, the Lessee will bear the entire costs of such proceedings.
- 4.11 Complaints about invoices must be made in writing within fourteen days of the receipt of the invoice. The Lessee will forfeit all rights if he fails to make a complaint within the aforesaid period.

Clause 5 Delivery

- 5.1 The lease property will be delivered to the Lessee at the location specified in the lease agreement. The Lessee will bear the costs if any


- 5.2 The delivery and collection of the lease property will be scheduled by the transport department between 08.00 and 16.00 hrs. A lease period is generally from Thursday to Tuesday.
- 5.3 If DES and the Lessee agree that DES is to deliver the goods to and/or collect the same from the Lessee, the Lessee should assist in the unloading and/or loading of the goods at the place at which the parties have agreed that DES will deliver and/or collect the goods, except in case of agreements to the contrary in writing. If the Lessee does not provide the necessary assistance in the loading and/or unloading of the goods, he will bear the costs arising due to the same.
- 5.4 If the parties agree that DES is required to collect the goods, the Lessee should notify DES about the fact that DES can come and collect the lease property, at least 48 hours in advance (weekends and holidays not being counted). The Lessee will continue to be responsible for the lease property until DES collects the same.
- 5.5 The goods should be kept ready for collection from 8.00 hrs on the collection date, on the ground floor, sorted, cleaned, arranged and stacked. The packing for the leased goods will remain with the Lessee in view of quality considerations. If the goods are not ready for transport, the Lessee must pay the extra costs that DES may incur in this connection. These extra costs consist of the lease rent charged per day for the leased article, without thereby extending the lease agreement, together with extra transport costs.
- 5.6 The Lessee should ensure that a person is present for the handover on the agreed collection day. If this condition is not met, DES will still have the right to take back the goods. However, if there is a difference of opinion concerning whether or not the leased goods have been returned in the correct number or in the appropriate condition, the Lessee is bound to prove that the correct number of goods were returned in the appropriate condition.
- 5.7 The exceeding of the agreed delivery period would not in any case confer a right to damage compensation.
- 5.8 The Lessee will bear the risk of loss of or damage to the leased property during the entire lease period, in other words, during transportation provided by him as well. The Lessee is bound to pack the leased goods and to load the same according to the nature of the goods and the method of transportation. This would apply also to Lessees to whom DES supplies the goods in containers, and who unload and reload the same on their own. The goods should be carefully loaded in such a manner that no damage during transportation can occur due to the shifting or toppling-over of the load. Although the inspection is carried out in DES's premises, DES may not be expected to check whether the loading has been properly done from the transportation point of view. If on the Lessee's request the lease property is loaded/unloaded with the help of DES's employees, this will take place entirely at DES's risk and the transport costs will be charged separately.
- 5.9 The Lessee will directly bear the costs of expert report prepared by DES to determine the damage, repairs and cleaning costs relating to the leased property. The Lessee declares his consent in advance to the preparation of an expert report by DES for the damage amount estimated by DES.

Clause 6 Ownership

- 6.1 The ownership of the leased property will rest with DES. All such things as may be installed or attached by or on behalf of the Lessee on the leased property will thereby become the property of DES.
- 6.2 The Lessee has no right to sell, sub-lease or handover for (joint) use to third parties, or to pledge or otherwise encumber the leased property, unless DES has consented to the same in writing.

Clause 7 Use

- 7.1 The Lessee has received the leased property in a good state of repair.
- 7.2 The Lessee will take care of the leased property like a prudent Lessee, arrange for suitable protective measures, and only use the same according to the intended purpose, in conformity with the operating and handling regulations.
- 7.3 The Lessee will only use the leased property personally, or only allow the leased property to be used by persons who possess adequate qualifications and/or diplomas for the same.
- 7.4 The Lessee is bound to notify DES in writing immediately if he finds any defect or damage to the leased property. The Lessee is fully liable for all damage that DES suffers due to the Lessee's negligence to fulfil such notification obligation.
- 7.5 If the Lessee is unable to use the leased property, this will be at his own account and will not affect his payment obligations in any way, except where DES is of the opinion that the hindrance is for an unreasonably long period, or is caused by circumstances for which DES is responsible.
- 7.6 The Lessee also agrees to duly return the leased property to DES at the agreed time in the condition that it was received at the start of the lease. The Lessee should return the goods, cleaned, sorted and packed in the same manner as the Lessee had received them. Extra working time resulting from deficient sorting or cleaning will be charged.
- 7.7 In case of lost articles that are later found and returned by the Lessee, the cost of which has already been charged to the Lessee by DES, the Lessee will be required to pay the lease rent due on the same. DES will set-off such lease rent against the value compensation that DES has to pay the Lessee.
- 7.8 If the leased goods are not returned to DES after the expiry of the lease period, the Lessee will be deemed to be in default, in accordance with the law. The Lessee will in such case be liable to pay damage compensation to DES, consisting of twice the lease price for each day that the Lessee neglects to return the goods after the expiry

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of the period specified by DES. The Lessee can never become the owner of the leased goods. If the Lessee deliberately appropriates the leased goods, this will amount to misappropriation of the same. If the leased property is returned late to DES, the lease agreement will not be extended, although the risk will fully remain with the Lessee.

- 7.9 It is possible to reserve articles intended for lease, with DES. At the time of concluding the agreements, the time and the period to which the reservation relates and at which the articles should be available to the Lessee will be determined in mutual discussion and recorded in the written agreement. If the Lessee does not accept the reserved articles at the agreed time and for the agreed period, the Lessee will nevertheless be bound to pay the full lease rent.
- 7.10 The maximum cancellation date is 10 days before the collection date. Without prejudice to the above, the Lessee can cancel the booking before the leased article is actually delivered. This should be done in writing and the Lessee will in such case, be liable to pay the following compensation:
- 60% of the net lease amount if the cancellation takes place between the 59th and 30th day before the scheduled time of delivery of the articles to the Lessee.
 - 70% of the net lease amount if the cancellation takes place between the 29th and 10th day before the scheduled time of delivery of the articles to the Lessee.
 - 80% of the net lease amount if the cancellation takes place within less than 10 days before the scheduled time of delivery of the articles to the Lessee.

Clause 8 Inspection / Maintenance / Checking

- 8.1 The Lessee undertakes, on the request of DES, to make the leased property available for inspection. The Lessee hereby authorises DES in advance to enter the buildings and premises of the Lessee in order to inspect or take back the leased property.
- 8.2 DES will bear the cost of maintaining the leased property, except for daily maintenance, such as for example the cost of cleaning and keeping the leased property clean before, during, or after the execution of the work for which the leased property is intended. The Lessee will also bear the cost of fuel and consumables required for the proper working of the leased property.
- 8.3 The Lessee will place the leased property at the disposal of DES in a clean condition for the purpose of carrying out regular maintenance. The Lessee will make the leased property available to DES for such work for a continuous period, and in a room suitable for such work.
- 8.4 Repairs if any may only be carried out after obtaining DES's prior express consent. If DES does not give such consent, the Lessee will bear the cost of repairs, without prejudice to DES's right to demand full damage compensation in case of damage.
- 8.5 The Lessee may not transport the leased property without DES's consent or to an address other than the one described in the agreement.
- 8.6 In order to prevent problems, the Lessee should inspect the leased property immediately after receiving the same. If defects, deficiencies or other complaints are found in it, the Lessee should:
- a. directly contact DES by telephone, fax or e-mail (see Annex containing contact information). If the goods are used, the right to complain will lapse.
 - b. If the goods have to be brought back to the DES works by its despatch department or the despatch department of third parties, the goods will be inspected in DES's premises on receipt. Such inspection will not be assumed to have been carried out merely because DES's despatch department or the despatch department of third parties takes over the goods. If the Lessee wishes to be present during the inspection, he should notify this in advance, in other words at the time of issuing the order, so that arrangements can be made for the inspection (within 24 hours after the goods are returned). The inspection by DES will be binding if goods are found to be damaged, lost, not cleaned, or incorrectly packed, without the Lessee being present at that location. DES will notify this in writing within 10 days (weekend + public holidays not being counted) after the goods are returned to DES. DES may immediately repair or replace the same and charge all the costs to the Lessee.
 - c. Damaged leased goods or components of the same, of which the repair is no longer possible will be kept available to the Lessee for at the most 30 days following the date on which the damage is invoiced.

Clause 9 Non-performability of the lease agreement

- 9.1 DES has the right to suspend the fulfilment of its obligations if it is prevented from performing its obligations in time due to circumstances outside its scope of influence, which could not be expected at the time of entering into the agreement.
- 9.2 Such circumstances will include, among other things, DES's suppliers failing to fulfil their obligations, or to do so in time, weather influences, earthquakes, fire, loss or theft of the leased articles, road blockades, strikes or work interruptions and restrictions on imports or trade.
- 9.3 DES has no right to suspension if the fulfilment becomes permanently impossible or if a temporary impossibility continues for more than six months. In that case, the agreement will be terminated. The parties have no right to compensation of the damage incurred or to be incurred as a consequence of the termination.

Clause 10 Liability of the Lessee / Insurance / Certification of the leased property

- 10.1 The Lessee is liable to DES for all damage to the leased property including the damage through the loss, misappropriation, theft, sale and total loss of the leased property insofar as such damage is not compensated by the insurance contracted by DES. If DES has to claim on the basis of the aforesaid insurance, the Lessee is bound to pay DES the Own Risk under the insurance policy terms and conditions.
- 10.2 The Lessee is liable for all damage no matter how named and how caused, that may be incurred or caused through the (use of the) leased property.
- 10.3 The Lessee indemnifies DES against claims of third parties to damage compensation relating to (the use of) the leased property.
- 10.4 If damage arises to or is caused with or by the leased property, the Lessee should immediately notify DES of the same in writing. The Lessee is fully liable for all damage that DES suffers due to the Lessee's negligence to fulfil the notification obligation.
- 10.5 The Lessee is bound to take all possible measures through which the damage can be prevented or limited.
- 10.6 The Lessee or the third party should immediately notify DES in case of attachment of the moveable or immovable property of the Lessee or of the third party or of the current leased property or if there is a threat to DES's ownership rights in any other manner.

Clause 11 Liability of DES

- 11.1 DES is liable for the damage that the Lessee suffers that is directly and solely caused by a shortcoming of DES. However, only damage for which DES is insured or which should reasonably have been insured, will be eligible for compensation.
- 11.2 The following will not be eligible for compensation:
- a. business loss, including, for example, damage due to delays and loss of profit;
 - b. damage caused deliberately or through conscious recklessness of auxiliary staff.
- 11.3 DES declares that liability insurance has been taken for objects subject to mandatory provisions of the Motor Insurance Liability Act (WAM), in accordance with the requirements under or by virtue of the Motor Insurance Liability Act. The Lessee will also pay for the following, and indemnifies DES for the same, namely:
- damage caused to third parties which is in fact compensated by the insurer under the aforesaid law, but which is not covered under the policy terms and conditions. This will happen if for example the driver was under the influence of alcohol or drugs when the damage occurred.
 - The Own Risk mentioned in the liability policy.
 - Damage and consequential damage to above-ground and under-ground pipelines or cables.

Clause 12 Termination of Agreement

- 12.1 An agreement that is entered into for a specific period of time will be terminated at the end of such specific period through operation of law.
- 12.2 If the agreed lease period expires without the actual termination of the lease agreement through the return of the lease property, the lease agreement will be automatically continued for the same period and subject to the same terms and conditions.
- 12.3 An agreement for a specific period cannot be terminated prematurely.
- 12.4 If the agreement is entered into for an indefinite period of time, it may be terminated through a termination notice.
- 12.5 An agreement entered into for an indefinite period of time must be terminated through a registered letter, subject to the observance of a termination notice period of one week. If the lease period is of more than six months, the termination notice period will be 2 weeks, and 1 month if the lease period is longer.
- 12.6 If in DES's opinion, the leased property is not clean at the time of collection, DES has the right to clean (or to commission the cleaning of) the leased property at the Lessee's expense.

Clause 13 Termination of contract

If the Lessee wishes to terminate the agreement without a shortcoming of DES and DES consents to the same, the agreement will be terminated through mutual understanding. In such case, DES will have the right to compensation of all property damage such as loss, loss of profit and costs incurred.

Clause 14 Disputes

- 14.1 The law of The Netherlands will apply.
- 14.2 In case of dispute, the parties will try to reach an amicable settlement. If necessary, and if so desired by both the parties, a third party may act as an intermediary.
- 14.3 Only the competent Civil Court having jurisdiction over the area in which the Registered Office of DES is located may take cognisance of disputes, unless the provisions of the law stand in the way of the same. DES has the right to deviate from this competence provision and to apply the statutory competence rules.