

1. General Provisions

- 1.1. These terms and conditions apply to all legal relationships with Van der Kamp, including any consulting, maintenance, and implementation work regarding the pumps, installations, and accessories offered by Van der Kamp.
- 1.2. The following terms are capitalised in these general terms and conditions and have the following meaning, if and insofar this is not expressly deviated from:
 - A. **Current Market Value:** the value of the rented property in the course of trade on a specific day.
 - B. **Defect:** a flaw in the rented property that is attributable to Van der Kamp and that occurred before or during the rental period, because of which the rented property does not function properly.
 - C. **Quotation:** the written offer from Van der Kamp to the renter or client.
 - D. **Assignment:** the assignment, order, or reservation granted by the renter or client to Van der Kamp in writing or verbal.
 - E. **Assignment Confirmation:** the written acceptance by Van der Kamp of an Assignment of a renter or client.
 - F. **Agreement:** the (rental) agreement between Van der Kamp and the renter or client.
 - G. **Written:** by means of a document on paper or per email.
 - H. **Van der Kamp:**
 - (i) de private limited liability company Handelsmij Van der Kamp B.V., also doing business under the name Van der Kamp Pompen and/or Van der Kamp Pompverhuur, registered in the Trade Register under number 05050454; and
 - (ii) the private limited liability company Van der Kamp Service B.V. registered in the trade register under number 68409826.

2. Specific Application of Sections

- 2.1. Section A applies to all legal relationships between a renter or client and Van der Kamp.
- 2.2. Section B applies to all rental agreements entered into between Van der Kamp (as lessor) and a renter.
- 2.3. Section C applies to all agreements entered into between Van der Kamp and client based on which Van der Kamp advises on (the installation of) (pump) installations, or, together with the client or not, designs, engineers and/or installs these or has these installed.
- 2.4. Section D applies to all agreements entered into between Van der Kamp and a client that (also) entail that Van der Kamp will be maintaining the (pump) installations, together with the client or not.
- 2.5. In the event that the agreement entered into must be considered a mixed agreement, the provisions in sections B, C, and D apply concurrently as far as possible.

- 2.6. If the contents of the general provisions (section A) conflict with the contents of the provisions from the other special sections (sections B, C, and/or D), the provisions from the special sections shall prevail over the general provisions.

A. GENERAL PROVISIONS

3. Formation of Agreement, Period, and Price

- 3.1. An Agreement is formed by the Assignment Confirmation, or by written acceptance of the Quotation by the renter or client. The Order Confirmation or Quotation accepted in writing is considered to accurately and completely represent the contents of the Agreement. If there are differences between the Agreement and these general terms and conditions, the Agreement shall prevail.
- 3.2. An agreement is also formed if Van der Kamp, with (tacit) agreement by the client, has performed an Assignment.
- 3.3. The agreement is entered into for the agreed price, or – if no price has been agreed – for the usual prices that Van der Kamp charges for the items it rents out or charges for its consultation or implementation work at the time the agreement is formed. All prices are exclusive of VAT.
- 3.4. During the duration of the Agreements, Van der Kamp has the right to revise the prices once every 12 months based on the producer price index figures (set PPI Machine industry).

4. Payment, collateral

- 4.1. Van der Kamp has the right to send an invoice for every two weeks of the Agreement. Payment must take place within 30 days after the invoice date. This is a deadline, so that the renter or client will be in default without any further notice of default if they exceed the payment term.
- 4.2. The renter or client does not have the right to settle (alleged) counter claim(s) and/or suspend payment based on a (alleged) shortcoming by or liability of Van der Kamp.
- 4.3. In the event of late payment, the renter or client owes the statutory commercial interest, the extrajudicial collection costs based on 10% of the unpaid amount, or the actual collection costs incurred if they are higher than 10% of the unpaid amount.
- 4.4. Van der Kamp always has the right to charge down payments, or require collateral for what the renter or the client owes and/or will owe based on the Agreement.
- 4.5. If the renter or client is in default for one or more of his payment obligations, all other claims by Van der Kamp will become immediately due and payable.

5. Suspension and early termination

- 5.1. If the renter or client does not meet his contractual obligations, does not meet them in time, or does not meet them properly, Van der Kamp has the right to suspend its obligations.
- 5.2. If the renter or client is in default, files for its bankruptcy or (provisional) suspension of payment, is declared bankrupt, or an attachment is imposed on assets of the renter or client, Van der Kamp has the authority to extrajudicially dissolve the Agreement, without prejudice to its right to reimbursement for damages.

6. Force majeure

- 6.1. During force majeure, the obligations of Van der Kamp will be suspended. If the period, during which meeting its obligations is impossible for Van der Kamp because of force majeure, lasts longer than two (2) weeks, both parties have the right to dissolve the Agreement without court intervention, without Van der Kamp being liable for any damages in such a case.
- 6.2. If, when the force majeure starts, Van der Kamp has already met part of its obligations, the renter or client will still owe the agreed fee for that part.
- 6.3. Force majeure in the meaning of this article is in any case understood to be a prevention to perform due to circumstances, which were unforeseeable at the time the Agreement was entered into and which are beyond the control of Van der Kamp. Among others, this is understood to be subcontractors or suppliers of Van der Kamp not meeting their obligations or not meeting them on time, fire, flooding, extreme weather conditions, strikes, road closures, work interruptions, interruptions in the supply of fuel or electricity, and all unforeseen sudden defects to the rented property or auxiliary devices or systems.

7. Insurance

- 7.1. If the Agreement (also) covers the completion of an object or a work, the client must ensure that adequate CAR insurance is taken out that also covers the damages of Van der Kamp and/or its subcontractors.
- 7.2. The excess that applies to the CAR insurance is to be paid by the client, as well as any damages and/or claims not covered by the CAR insurance policy, for which the client is liable according to the Agreement.
- 7.3. The renter or client is also required to take out an adequate business liability insurance policy with a coverage of at least € 2.5 million for the entire duration of the Agreement, of which the policy must be provided to Van der Kamp for review at their first request.

8. Liability of Van der Kamp

- 8.1. The liability of Van der Kamp is expressly limited to the direct property damage and injury damage to people or property of the renter or client, unless the damage was caused by intent or gross negligence by Van der Kamp.
- 8.2. The liability is also limited to the amount that is paid to Van der Kamp by the (liability) insurance for the event.
- 8.3. If and insofar as there is no payment pursuant to an insurance policy, or if Van der Kamp cannot appeal to a liability limitation as mentioned above, each liability is limited to the amount of € 100,000.
- 8.4. The liability for other (consequential) damages and financial loss, regardless of what is called, which also is understood to mean a loss of turnover or profits, damage to property in care, delay damages and downtime damages, and damages that are the result of incorrect, incomplete, or inaccurate information provided by the renter or client, is expressly excluded.
- 8.5. Further, the liability of Van der Kamp is limited to an amount equal to the price for the rental period of the rented property during which the damage occurred.

- 8.6. If Van der Kamp has been attributable in default in the performance of the agreement to advise on the (installation of) (pump) installations, or – together with the client or not – designing and/or installing (pump) systems or having them installed, Van der Kamp will only be liable for a reimbursement of the damage consisting of the necessary costs of the adjustment of the design and the costs of the repair of resulting Defects to the (pump) installations. These never include costs that would have been incurred if the Agreement had been performed satisfactorily from the start ('anyway costs').
- 8.7. Van der Kamp is never liable for damage that renter suffers due to a (temporary) faulty functioning of the rented property, with the (temporary) faulty functioning having been caused by a (temporary) faulty functioning of (auxiliary) equipment or (auxiliary) systems, which are indispensable for the functioning of the rented property, if this (auxiliary) equipment or these (auxiliary) systems have been sourced by Van der Kamp from the renter or from third parties. Van der Kamp will transfer its claims on these third parties to the client at the first request, so that client can attempt to collect these.
- 8.8. The legal claim pursuant to an attributable shortcoming by Van der Kamp expires if the renter or client has not submitted a claim substantiated with reason to Van der Kamp in writing within two (2) weeks after renter or client has discovered the shortcoming or should have reasonably discovered it.
- 8.9. Any legal claim by renter or client toward Van der Kamp will expire (12) months after the claim occurred.

9. Obligations of Renter and Client

- 9.1. The renter or client is obligated to keep all data of Van der Kamp confidential, insofar as this data is known as confidential to the client or insofar as client can or should reasonably know that this data is confidential.
- 9.2. The renter or client is responsible for both the timely provision and accuracy of the information, data, and decisions provided to Van der Kamp by him or on his behalf, which are necessary to properly perform the Agreement.
- 9.3. The renter or client indemnifies Van der Kamp against any claims by third parties that are related to the renting out, consultation, implementation, and maintenance work performed based on the Agreement to Van der Kamp.
- 9.4. The renter or client is obligated to warn Van der Kamp immediately in writing in the event that an omission has occurred, there is a mistake, certain (government) regulations have not yet been included, and/or if there are (potential) contradictions in the above-mentioned documents that relate to the Agreement in any way.

10. Delay and Termination of the Agreement

- 10.1. If fulfilment of the Agreement is delayed or interrupted without this being attributable to Van der Kamp, client then owes Van der Kamp the agreed price calculated based on the progress of the work, additional costs, and all reasonably incurred and yet to be incurred costs, resulting from commitments that Van der Kamp has already made in view of the further fulfilment of the Agreement

- 10.2. If client cancels the Agreement before the end of the agreed duration, client owes a fee to Van der Kamp that is immediately due and payable which is equal to the costs that Van der Kamp has already incurred in the context of the preparation and/or performance of the Agreement.
- 10.3. If the price has been made dependent on the actual costs to be incurred by Van der Kamp (cost-plus basis), the fee as referred to in the previous paragraph will be budgeted at the price that Van der Kamp is expected to have charged over the full duration of the Agreement.
- 10.4. The client is also required to reimburse the damages that Van der Kamp incurs as a result of the interruption, delay, and/or termination of the Agreement.

11. Intellectual Property

All (intellectual and industrial) property rights, including but not limited to copyright and database rights, on all (results of) (consultation) work carried out by Van der Kamp which are subject of and/or result from and/or have been used for meeting the obligations from the Agreement between Van der Kamp and the renter/client rest with Van der Kamp.

12. Applicable Law and Disputes

All agreements and all other obligations arising from the relationship with Van der Kamp are exclusively governed by Dutch law.

In the event of disputes, the competent court is that of Overijssel, location Zwolle.

B. RENTAL

13. Formation and duration of rental agreement

- 13.1. The rental period will come into effect on the day the rented property is shipped. If the use of the rented property continues after the rental period, the rental period is considered to have been renewed under the same conditions.
- 13.2. If no rental period has been agreed, the rent is for an indefinite period. In that event, the rental agreement may be cancelled by the renter with observation of a notice period of one working day.

14. Delivery, making available and/or installing, delivery time, risk

- 14.1. The rented property can be picked up or will be delivered to and/or installed at the location mentioned in the Assignment Confirmation. Renter must ensure that the place of delivery is properly accessible via a paved road and is suitable for the delivery and placement of the rented property.
- 14.2. A delivery period indicated by Van der Kamp is based on the circumstances that applied at the time the agreement was entered into, and insofar as Van der Kamp depends on the performance of renter or third parties, on the period in which the renter or those third parties carry out that performance.
- 14.3. A delivery period indicated by Van der Kamp will be observed as much as possible, but is not a deadline. Renter must first give notice of default to Van der Kamp if the rented property is not delivered on time and grant Van der Kamp a reasonable time period to still deliver the rented property.
- 14.4. The rented property is considered to have been delivered, and the risk will transfer to the renter:

- (a) In the case of delivery ex works at Van der Kamp; from the moment of actually granting possession;
- (b) In the case of delivery at another location; the moment the rented property has been unloaded from the transport vehicle at the agreed location.

14.5. If the renter provides transport for the rented property, the transport will be at the risk and expense of the renter. Renter indemnifies Van der Kamp against possible claims by third parties relating to the transport.

14.6. The renter must insure that a person authorised to take possession of the rented property is present at the agreed delivery address and time. If requested, this person must be able to identify himself. Insofar as no authorised person is present, Van der Kamp has the right to take the rented property back. The additional costs incurred in relation to this, including loss of rent and transport costs, are to be paid by the renter.

15. Obligations of the renter, inspection, use, and insurance of rented property

15.1. Renter must inspect the rented property for visible defects at or during delivery. In the renter neglects to do this, or takes possession of the rented property after carrying out the inspection without any remarks, the rented property is considered to have been as agreed in the Agreement upon delivery.

15.2. Renter will take care of the rented property as a proper renter, protect and use the rented property, and use it in accordance with the user instructions. Specifically, the renter will only use the rented property for pumping or transporting the agreed substances. Renter will check at least once a day if the rented property is operating as it should, and inform Van der Kamp of any malfunctions without delay (within 24 hours).

15.3. The renter is prohibited from subletting the rented property, grant use of it to, or make it otherwise available to a third party, or to disassemble and/or repair it or have it disassembled and/or repaired, or to have the rented property be operated by unqualified personnel.

15.4. Renter is not allowed to transport the rented property to another location than the agreed place of delivery.

15.5. If third parties (wish to) make any claim to the rented property or if there is damage to the rented property, or if there are circumstances that could reasonably be expected to lead to damage, renter is obligated to inform Van der Kamp without delay (within 24 hours).

15.6. In the event of loss, theft, damage, or destruction of the rented property during the rental period, the renter is obligated to inform Van der Kamp of this without delay (within 24 hours). Renter is obligated to fully compensate Van der Kamp. In the event of loss, theft, or destruction of the rented property, the renter must pay Van der Kamp the Current Market Value.

15.7. The renter is liable for any direct damage and indirect damage (such as consequential damage, delay damage, and loss of profits) arising from a Defect to the rented property, the faulty functioning of the rented property, and for all damage to the rented property during the rental period. Van der Kamp has not taken out insurance against damage as referred to above, unless it has been expressly agreed otherwise. If desired, renter must take out insurance to cover these risks himself.

- 15.8. If the rented property temporarily does not or does not properly function due to a Defect to the rented property, caused by improper handling by the renter, the renter will be liable for all damage that results from this, and the renter will still owe the rental price for the duration of the repairs.

16. Maintenance and Repairs

- 16.1. The cost for the energy use of the rented property are borne by the renter.
- 16.2. If the rented property does not function (properly), renter is obligated to notify Van der Kamp of this without delay (within 24 hours). Van der Kamp will attempt to repair the Defect as soon as is reasonably possible. Van der Kamp is not liable for damage that is caused by and occurs after a late notification of a Defect to the rented property.
- 16.3. The costs for maintenance, repairs, and replacement as a result of material or manufacturing errors, or as a result of normal wear or corrosion are borne by Van der Kamp. In the event of repairs outside the Netherlands, the travel and transport costs are borne by the renter. The renter will only be entitled to a reduction of the rental price if Van der Kamp does not meet its maintenance, repair, and replacement obligation properly or not in time.
- 16.4. In the event of Defects to the rented property, Van der Kamp has the right to replace the rented property by an equal item for the duration of the rental period, without this giving the renter the right to dissolve the agreement or claim damages. Renter must offer full cooperation with this.

17. Early Termination

If Van der Kamp has terminated the agreement on the grounds of a default by the renter, it has the right to come and take back the rented property from the renter, provided the renter is notified of this at least 24 hours in advance. In that event the renter is obligated to offer the necessary cooperation to Van der Kamp. In such a case, Van der Kamp is not liable for any damages that the renter incurs related to getting the rented property back. The costs related to getting the rented property back are borne by the renter.

18. End of Rental Agreement

- 18.1. At the end of the rental agreement the renter must make the rented property available to Van der Kamp in the same condition as it was at the start of the rental agreement, barring regular wear and tear. Renter will always remain responsible for the rented property until the rented property has been delivered to Van der Kamp.
- 18.2. Renter owes a fee equal to the rental price for the period between the end of the rental agreement and the date on which the rented property has been delivered to Van der Kamp in Zwolle, unless it is attributable to Van der Kamp that the rented property could not be delivered on time.
- 18.3. The renter is liable for all repair and cleaning costs incurred by Van der Kamp if the rented property is returned to Van der Kamp in a damaged condition, without prejudice to the right of Van der Kamp to reimbursement for other damages, such as loss of rental income.
- 18.4. If it has been agreed that Van der Kamp will pick up the rented property at the agreed location, the renter must ensure that an authorised person is present on the day of the pick-up to deliver the rented property to Van der Kamp. This person must be able to identify himself. In the event of not meeting this obligation, not meeting it in a timely manner, or not meeting it in a proper manner, any costs resulting from that (including loss of rental income and transport costs) are borne by the renter.

C. CONSULTANCY WORK

19. Assignment

19.1. In the Assignment, the following will be defined in writing as much as possible:

- a clear description of the project, as well as the nature and scope of the work that has been requested from Van der Kamp;
- the time at which or the period in which the Assignment must be completed;
- the payment arrangements;
- if, and if so, which work is requested from Van der Kamp with regard to legal obligations that rest with the client;
- in which way the quality assurance will be arranged;
- the way in which, and if necessary the frequency at which, the parties will consult with each other.

19.2. The Assignment will be fulfilled in accordance with the agreed time schedule. The periods included therein are not deadlines, so client must first give Van der Kamp written notice of default and give it a reasonable period to still meet its obligations.

D. MAINTENANCE WORK

20. Obligations of client for maintenance work

20.1. The client will ensure that Van der Kamp has timely access to:

- (a) all public and private law permissions which are necessary to carry out the work;
- (b) the site or the water where the work will be carried out;
- (c) required drawings and/or other information.

20.2. The client bears responsibility for the constructions and work methods prescribed by him or on his behalf, as well as orders and instructions given by him or on his behalf.

20.3. If materials or instruments that the client has made available appear to be faulty, the client will be liable for all damages resulting from this.

20.4. The client is liable for the functional unsuitability:

- (a) of the materials or instruments prescribed by him;
- (b) of materials or instruments, that must be sourced from a supplier prescribed by him.

20.5. If statutory regulations or government decisions set higher standards for the work than has been defined in the Agreement, changes to the work that are necessary to meet those standards will be settled as additional work.

21. Cooperation with others

21.1. If the Agreement includes that Van der Kamp must coordinate its work with that of other consultancies and third parties engaged by the client, the client will determine who is responsible

for the coordination of the work and what everyone's task will be. In the absence of such an instruction by the client, Van der Kamp will not be responsible for the coordination.

21.2. The coordination referred to in paragraph 1 at least means that the coordinator consults with the client and other contractors in a timely manner and determines a time schedule for the performance of the Agreement, and that he, in the event of exceeding the allotted time or other circumstances that could lead to delays or damages, will consult with them without delay and provides them with a written report of this.

21.3. The client is liable toward Van der Kamp for additional costs and/or damages that Van der Kamp incurs if the party responsible for the coordination falls short in that task

22. Client Claims

22.1. If the agreed performance has not been carried out properly, Van der Kamp will, within a reasonable time period, choose whether they will still carry it out properly or will credit client for a corresponding part of the assignment sum.

22.2. If Van der Kamp chooses to still carry out the performance properly, client must give Van der Kamp the opportunity to do so.

22.3. For the performance of the work of Van der Kamp, the following costs will be paid by the client:

- (a) all transport or shipping costs;
- (b) costs for dismantling and assembly;
- (c) travel and accommodation costs and travel time.

22.4. Van der Kamp is not liable for defects (to the items to be maintained) that are the result of:

- (a) normal wear;
- (b) improper use;
- (c) maintenance that was not or incorrectly carried out by client;
- (d) (incorrect) installation, assembly, change or repair by client or third parties;
- (e) defects to or unsuitability of items provided or prescribed by client;
- (f) defects to or unsuitability of materials or instruments used by client.

23. Additional and Less Work

23.1. Settlement of additional and less work will take place:

- (a) in the event of changes to the Assignment;
- (b) in the event of deviations from the amounts of any budget items;
- (c) in the event of deviations from any estimated quantities;
- (d) in the event of deviations from any quantities that may be settled;
- (e) in the events where settlement as additional or less work has been prescribed in the Agreement.

23.2. If nothing has been agreed regarding the method and time of the settlement of additional and less work, Van der Kamp has the right to charge additional and less work immediately after it occurs.

24. Cost-increasing Circumstances

- 24.1. Cost-increasing circumstances are understood to be circumstances that are of such a nature that the chance that they would occur did not have to be taken into account during the formation of the Agreement, that cannot be reasonably attributed to Van der Kamp and which significantly increase the costs of the work.
- 24.2. If the cost-increasing circumstances as meant in the first paragraph come into effect, Van der Kamp is entitled to additional payment of an amount equal to the cost increase
- 24.3. If Van der Kamp is of the opinion that cost-increasing circumstances (will) occur, he must inform the client of this in writing as soon as possible. However, not reporting a cost-increasing circumstance on time, does not affect the entitlement to additional payment.