

**Article 1 General**

- 1.1** These conditions are applicable to all agreements concluded with Heisterkamp Fleet Rental BV (hereafter referred to as the rental company). They also apply to agreements prior to and resulting from legal relationships. In the following, the contracting party of the rental company is referred to as the 'renter'. The general conditions can also be downloaded from the internet site <http://www.heisterkamp.eu>.
- 1.2** By concluding an agreement with or granting the order to the rental company, the renter explicitly waives any conditions it uses, so only these general conditions are applicable to the legal relationship between the rental company and renter. The applicability of general conditions used by the renter is explicitly rejected.

**Article 2 The origination of agreements**

- 2.1** All offers made by the rental company, both verbally and in writing, are free of any obligation and qualify as an invitation for the renter to make an offer.
- 2.2** Without prejudice to that established in article 2.1, offers made by the rental company are only valid and binding if they have been approved in writing by the rental company's authorised representative, in which case the offer must have been signed by latter.
- 2.3** An agreement originates by virtue of acceptance by the rental company of the offer from the renter, in which case the rental company and renter in principle conclude a written rental agreement. If there is no written rental agreement and the rental object has already been made available, the parties are considered to be agreed with the offer that the rental company communicated as stipulated in article 2.1.
- 2.4** Statements from the rental company concerning among other things prices, specifications, sizes, performance and results are only provided as approximate. Images, brochures and models provided to the renter only apply by way of indication.

**Article 3 Making available**

- 3.1** If the rental agreement drawn up between the rental company and renter includes a start period for the rental agreement, this period never applies as a strict deadline for the rental company. If delivery of the rental object is delayed for whatever reason, the rental company will not be liable and there is no obligation to pay damage compensation or make a replacement rental object available, while in case of delayed delivery the renter is still bound to compliance with the rental agreement or to accept the rental object.
- 3.2** The rental company will inform the renter where and when the rental object will be made available. In principle this is at the location and time as described in the written rental agreement. The rental company may however make changes to this, should the rental company consider this to be required for the proper execution of the rental agreement.
- 3.3** Making available takes place by the renter being able to collect the rental object at the location and time communicated in conformity with article 3.2. From the time communicated in conformity with article 3.2 the rental object is considered to have been placed under the control of the renter. From that time all risks, in particular the risk of theft and damage with respect to the rental object, are responsibilities of the renter.
- 3.4** If the renter fails to collect the rental object at the time of making available, the renter is bound to pay the costs originating at the rental company due to this failure, including for example but not only the costs of storage and transport of the rental object. This is without prejudice to the obligation of the renter to payment of the agreed rental payments and other payments, and without prejudice to the obligation to still collect the rental object.
- 3.5** In the case of rental of a number of rental objects, the rental company is entitled to make them available in separate parts (times and locations).
- 3.6** The rental company is entitled to suspend the obligation to make the rental object(s) available if:
- there is no written rental agreement;
  - the renter has failed (in the case of a newly manufactured rental object) to sign the technical description of the rental object as read and approved;
  - the renter has failed to sign the description of the condition of the rental object (outbound form) as read and approved;
  - the renter has failed to adequately demonstrate that adequate insurance as referred to in 13 of these general conditions has been concluded;
  - the renter has not fulfilled its obligation to pay a deposit.
- 3.7** If when making the rental object available no outbound form is drawn up and/or signed for whatever reason, the rental company is entitled to unilaterally draw up this outbound form and send it to the renter. If the renter then does not object to its content within 24 hours after sending, the condition of the rental object as included in the outbound form applies as accepted. If no outbound form is drawn up whatsoever, the rental object is considered to have been made available in perfect condition. With any necessary settlement for the rental company in mind, the renter is also advised take photos of the vehicle at the time of it being made available.

**Article 4 Prices**

- 4.1** All prices/rates mentioned by the rental company are excluding VAT, unless mentioned otherwise.
- 4.2** The prices/rates mentioned by the rental company are based on the cost prices at the time of concluding the agreement. Cost prices are understood to mean, but not exclusively, costs of raw materials, fuels, labour, insurance and fiscal documents. Should these cost prices increase foreseeably or otherwise, the rental company is entitled to on-charge these cost increases in the prices/rates agreed with the renter.
- 4.3** The rental is indexed annually on the 1 July, unless the rental agreement originated less than six months before this date. Indexing takes place based on the change to the monthly price index according to the consumer price index (CPI) series all households (2015 = 100), published by the Central Statistical Office (CBS). The changed rental price is calculated according to the following formula: the changed rental price is equal to the prevailing rental price on the date of the change, multiplied by the index of the calendar month four calendar months before the calendar month in which the rental price is adapted, divided by the index of the calendar month sixteen calendar months before the calendar month in which the rental price is adapted.
- 4.4** The rental price is not changed if indexing of the rental price results in a lower rental price than already applicable. In that case the last applicable rental price remains unchanged, until with a following index adjustment the index of the calendar month four calendar months before the calendar month in which the rental price is changed is higher than the index of the calendar month four calendar months before the calendar month in which the last rental price change took place. In this case, with changes to the rental price the index of the calendar months referred to in the previous sentence is used.
- 4.5** If the CBS announcement of the price index mentioned is postponed, or if the basis of its calculation is changed, a similar or comparable as possible index will be used. With a difference of opinion in this respect, the first party can

request judgment by the director of the CBS, which will be binding for both parties. Any costs associated with this will be shared equally among the parties.

- 4.6 An indexed rental price is chargeable, even if the renter is not informed of the change by separate notification.

**Article 5 Use of the rental object**

- 5.1 With regard to the rental object the renter is bound to act as a careful renter, and to use the rental object in conformity with its use. If no more specific arrangements are made concerning use, the rental object is intended to be used as means of transport. In this case the renter is explicitly prohibited from transporting illegal goods.
- 5.2 The renter will strictly comply with the conditions set by the manufacturer and/or the rental company with regard to use of the rental object. Furthermore, when using the rental object the renter will only use expert personnel and the renter will transport no goods that could cause damage to the rental object.
- 5.3 If measures, adaptations to the rented object or supplementary licences are required for (a specific) use of the rental object, these must be carried out/requested by the renter at the expense and risk of the renter. In such a case the renter must always request prior written permission from the rental company.
- 5.4 The renter may only use the rental object for activities within the boundaries of the Member States of the European Union, including the Swiss Confederation, Norway, the Russian Federation to the Ural Mountains (European Russia) and all countries bordering the Mediterranean Sea.
- 5.5 On the request of the rental company the renter must at all times be able to demonstrate where the rental object is located.
- 5.6 The renter is not allowed to rent out the rental object or otherwise transfer use to third parties, nor pledge the rental object, have any right associated with the rental object nor transfer the rights from the rental agreement.
- 5.7 All due taxes, excise duties, tolls, charges, customs duties and other levies in connection with use of the rental object are paid by the renter. To the extent these costs are charged to the rental company, the rental company will on-charge these costs to the renter.
- 5.8 On first use of the rental object the renter must provide the tachograph with his/her own business chart and lock it. On returning the rental object the renter must read off and sign off the tachograph. Tachograph data that show the use of the rental object by the renter will never be retained and/or saved by the rental company. The rental company is not liable for the absence of tachograph data and/or damage as a result of the incorrect working of the tachograph.
- 5.9 Irrespective of whether the rental object is registered in the name of the rental company or the renter, the renter is responsible for the operation and control of the toll and OBU systems. Fines and/or other damage as a result of a not or not adequately functioning toll and/or OBU systems are at the expense and risk of the renter and will be on-charged by the rental company to the renter.

**Article 6 (Legal) inspections, maintenance and repairs**

- 6.1 The renter will inspect the rental object daily and carry out the required daily maintenance at the expense of the renter. Daily checks and daily required maintenance are in any event not exclusively understood as checking and if necessary repairing/replacing/remedying the wheel nuts, tyre pressure, lighting, oil level and gauges for other fluids and other technical aspect. The renter will also regularly wash and clean the rental object both internally and externally.
- 6.2 The renter must ensure the carrying out of the MOT test (periodic motor vehicle test) compulsory in the Netherlands under the Road Traffic Act of 1994 in good time. The costs of this inspection are paid by the renter. This obligation also applies if the rental object is used in other countries than the Netherlands, in which case the renter, also at the expense of the renter, must take responsibility for carrying out the applicable inspections in the country in which the rental object is used. The renter must present the MOT certificate to the rental company within two weeks of the inspection(s) taking place. This is unless it is agreed in the rental agreement that these inspection are at the expense of the rental company. Then the renter must make the rental object available to the rental company at the time mentioned by the rental company. If the rental object is not made available to the rental company or not in good time, the renter is liable for all damage that may be a consequence, including fines, needlessly made costs and lost time.
- 6.3 If repairs and/or general overhauls other than daily maintenance on the rental object is required, the renter must obtain written permission from the rental company before carrying out this work. If guarantee conditions are applicable to the rental object, the renter must also obtain written confirmation from the manufacturer so the repairs and/or general overhauls have no effect on the applicability of the guarantee. Presenting the rental company with this confirmation is a condition for permission from the rental company. In any case the parts used as replacements in the rental object must be original parts manufactured by or on behalf of the manufacturer of the rental object. Parts used as replacement parts become the property of the rental company simply by virtue of their use, without the renter having a right to any refund.
- 6.4 If the renter observes defects, shortcomings or damage to the rental object, the renter must immediately contact the rental company and in any event report this immediately within three workdays in writing to the rental company. Only the rental company then determines what action will follow. Defects, shortcomings or damage not reported in writing in good time cannot be a cause of the dissolution of the rental agreement by the renter or payment of damage compensation by the rental company. The renter is liable for any damage as a result of not complying with the notification obligation in this article at all or not in good time.
- 6.5 After the discovery of a defect, shortcoming or damage to the rental object, the renter may not continue to use it without consultation with the rental company. Only the rental company is then authorised to determine what action will then follow. If the renter fails to consult the rental company (in good time), damage as a result of continued use is at the expense of the renter.
- 6.6 When sufficing with regard to obligations included in this article, the renter must follow the instructions from the rental company. This includes any guarantee and/or other provisions from the manufacturer of the rental object for the rental object. The rental company has the right to inspect the activities after the carrying out of inspections, repairs and/or maintenance. If in the opinion of the rental company the work has been insufficiently expertly carried out, the rental company has the right to have these activities take place again at the expense of the renter.
- 6.7 The renter must keep a register of all inspections, repairs and maintenance work on the rental object. The renter must make this register available to the rental company after the expiry of the rental agreement. The renter must also keep this register available to the rental company during the agreement period.
- 6.8 Not sufficing with regard to the requirements as included in this article leads to culpable default on the part of the renter. In such situations the renter is bound to compensate any resulting damage suffered by the rental company. This includes but is not limited to fines imposed and damage as a result of the inapplicability of the guarantee.
- 6.9 If the rental company during the period of the rental agreement comes into possession of the rental object, for example within the context of maintenance and/or repairs, the rental company is at all times entitled to repair identified damage

to the rental object at the expense of the renter. This is unless the renter requests not to repair certain damage beforehand in writing.

**Article 7            Payments and costs**

- 7.1** The renter is bound to pay the agreed payment (rental payments) and other costs resulting from the rental agreement to the rental company in good time. If the rental agreement includes a payment period, this period must be respected. If no specific period is included, a payment period of fourteen (14) days after receipt of the relative invoice from the rental company applies.
- 7.2** The renter may not set off any claim, fixed or otherwise, from the rental company, make an appeal for suspension of payments or apply any other reduction.
- 7.3** The payment periods included in the agreement or in this article are strict deadlines. Late payment in any event puts the renter by right in default. Then from the first day of late payment to the day of full settlement to the rental company the renter becomes owing legal interest as referred to in article 6:119a BW to be increased by 5%. Furthermore, when exceeding the payment period all other amounts due to the rental company from the renter become immediately due and payable.
- 7.4** If the renter exceeds the payment period for any due payment by a period of more than fourteen (14) days, the rental company has the right to extralegally dissolve the rental agreement in order to limit its damage. Such exceeding of the payment period does not qualify as a non-compliance of a special nature or insignificant meaning, unless this concerns an amount or amounts for less than €500.
- 7.5** If the rental company is charged costs that are due for payment by the renter, including for example but not exclusively costs of taxes, from infringements of legal regulations, damage and suchlike, the rental company will charge these costs on to the renter, with administration costs to a maximum of 10% with a minimum of €25 being charged.
- 7.6** In all cases in which the rental company sends a warning, a notice of default or a writ to the renter, or in the event of proceedings against the renter to enforce compliance with the rental agreement or to compel the return of the rental object, the renter is obliged to pay to the rental company all associated judicial and extrajudicial costs, with the exception of legal costs to be paid by the rental company by virtue of a final legal decision. Such reasonable costs are established between beforehand at an amount calculated as follows; 15% of the principal sum with a maximum of €15,000.

**Article 8            Surety**

- 8.1** If in the opinion of the rental company reason exists, the renter must on the first request of the rental company make (more specific) surety available for compliance with the rental agreement. The reason referred to in this article is in any event present if the renter is in default with respect to correct and on-time compliance with its payment obligations. Not making such surety available qualifies as an attributable failure to perform in compliance with the rental agreement, that gives the rental company the right to its dissolution.
- 8.2** As (supplementary) surety the rental company can require a bank guarantee at a reputable European bank, providing a concrete concern guarantee, the establishment of a right of lien on goods of the renter and/or the payment of a security deposit. In any case surety must be provided for an amount corresponding to at least three (3) monthly payments by the renter.
- 8.3** If a security deposit and/or other form of surety is agreed and the surety/deposit has not yet been made available, the rental company may suspend the making available of the rental object until the renter has paid the security deposit and/or the other form of surety.

**Article 9            End of the rental agreement and returning the rental object**

- 9.1** After the expiry of the rental agreement the renter is bound to return the rental object to the rental company. This must take place at the address agreed in the rental agreement. If no address is included in the rental agreement, the renter must return the rental object to the address that the rental company specifies to the renter. The renter must consult at least two weeks before the expiry of the rental agreement with the rental company to agree an actual time for returning the object.
- 9.2** As a departure from that specified in article 9.1 of these general conditions, the rental company at all times has the right to indicate another place for returning the rental object.
- 9.3** If the renter returns the rental object to a wrong address, the renter is due to pay the costs of transport to the agreed or specified address to the rental company.
- 9.4** On returning the rented object the rental company describes the condition of the object in an inbound form. If the condition of the rental object on returning, as appears from the inbound form, varies from that as described in the outbound form as mentioned in article 3.6 of these general conditions, the rental company will at the expense of the renter proceed with the repair of the rental object as described in the inbound form. The renter may obviously, in accordance with that specified in article 6 of these general conditions, ensure prior to returning the object that the rental object is in the same condition as described in the outbound form. The returning date as mentioned in this article is a strict deadline.
- 9.5** With the return of the rental object all papers and forms relating to the rental object must also all be submitted to the rental company.
- 9.6** If the renter after the expiry/dissolution of the rental agreement remains in default with its requirement to return, the rental company is entitled to itself have the rented object collected at the expense of the renter. The renter authorises the rental company and any third parties employed by the rental company to explicitly and irrevocably enter all places for this purpose. This includes for example but is not exclusively the premises of the renter, as well as the premises of the customers of the renter to the extent the renter is entitled to enter there. Furthermore, the renter is liable for all damage as a result of not returning the rental object on time, and the renter becomes owing compensation for lack of use that is equal to twice the last applicable rental price.
- 9.7** If the rental company after the end of the rental agreement or otherwise for any reason still has a claim on the renter and the rental company regains possession the rented object while it still contains goods, by right there originates a right of lien for the rental company on the goods. The renter declares by signing the rental agreement to at all times have the authority to possess the goods transported in the rental objects. The rental company then has right of summary execution. If for whatever reason no right of lien is established or can be established, in any event a right of retention on these goods originates.

**Article 10 Liability and Himalaya clause**

- 10.1** The renter is liable with respect to the rental company for all damage to the rental object.
- 10.2** The renter holds the rental company harmless against penalties imposed on the rental company due to the conduct or negligence of the renter.
- 10.3** The rental company is not liable for damage as a result of a defect, and the renter can in the event of a defect make no claim for a rental payment deduction and set-off. In this regard this damage, besides direct damage, explicitly also includes consequential damage such as but not exclusively consequential losses, loss of profit, stagnation and production damage as well as physical injury.
- 10.4** If despite that specified in this article the rental company is liable for any damage suffered by the renter, the amount of damage compensation to pay will never be greater than the amount that the insurer of the rental company pays out.
- 10.5** The provisions included in these general conditions to refuse or restrict liability also apply for all those involved with the execution of the rental agreement on behalf of the rental company or otherwise.
- 10.6** If for the execution of the rental agreement the rental company uses the services of third parties, the rental company in the relationship to the renter is also maintains the provisions of the third party to refuse or restrict liability. This also applies if the renter is or was not aware of the content of the provisions.
- 10.7** If the renter, notwithstanding that specified in these general conditions, uses third parties to carry out the rental agreement, the renter is fully liable for damage suffered by the rental company as a result of acts and/or negligence of the third parties, also if the party has limited or excluded its liability with respect to the renter.
- 10.8** The renter is fully liable for damage to or theft of the rental object. This liability is not affected if the renter concludes insurance with an external party. The renter is at all times the first and only point of contact for the rental company. Indicative for determining the level of damage compensation to be paid by the renter to the rental company is the replacement value of the rental object at the time of the damaging event occurring. The rental company will send an invoice to the renter in this event. Up to the time of payment of the invoice the renter is bound to pay usage compensation equal to the last applicable rental price.
- 10.9** In the event of damage, theft and/or loss of a rental object the renter must immediately inform the rental company in writing, whereby the renter will make all available information and/or data related to the damage, theft and/or the loss of the rental object to the rental company.
- 10.10** Should a case occur as referred to in article 9.7 of these general conditions, the rental company will under no circumstances be held to compensate the renter for any damage suffered. All damage that the renter suffers as a result of the recovery of the rental object remains at the expense of the renter. At the same time the renter indemnifies the rental company for any damage as a result of the recovery of the rented object: if the rental company is addressed by third parties for the payment of damage compensation that is related to the recovery of the rented object, this damage will be compensation by the renter to the rental company, increased by the costs that the rental company had to make.

**Article 11 Dissolution of the agreement**

- 11.1** The rental company has the right to dissolve the rental agreement with immediate effect if the renter:
- becomes bankrupt or in administration or has submitted an application for this;
  - there is the attachment of assets of the renter;
  - makes changes to the (legal) structure of its company; mergers, divisions, reorganisations, relocations, management changes or a change to the voting structure included;
  - a failure to comply with any obligation resulting from the rental agreement and the renter becomes in default, including in any event the failure to pay invoices i.e. exceeding the payment deadline with 14 days or more;
  - the rental company has provided incorrect information during or on entering into the rental agreement;
  - has not collected the rental object within 5 days of making available as referred to in article 3;
  - is being confronted with a significant negative change in his creditworthiness, as evidenced by independent credit report(s);
  - fails to prevent that a SEPA direct debit fails and/or if this direct debit is being reversed by renter.
- 11.2** If the rental company proceeds with dissolution of the rental agreement on one of the grounds in article 11.1, the obligation for the renter to return the rental object in a way as mentioned in article 9 immediately originates. Returning must in any event take place within three days of the date of the dissolution.
- 11.3** If the rental company proceeds with dissolution of the rental agreement on one of the grounds in article 11.1, the renter is bound to pay damage compensation. The amount of this damage compensation is at least an amount corresponding with the rental periods up to the original end date of the rental agreement, without prejudice to the right of the rental company to claim supplementary damage compensation.

**Article 12 Transfer of a rented object**

- 12.1** As a departure from that specified in art. 7:226 paragraph 1 BW, the transfer of the rented object by the rental company ends the rental agreement, without prejudice to the right of the rental company to continue the rental agreement. The ending of the rental agreement in this way will never result in the obligation to compensate any damage suffered by the renter.
- 12.2** As a departure from that specified in art. 7:226 paragraph 1 BW, the sale of a right of lien of a rented object ends the rental agreement. The ending of the rental agreement in this way will never result in the obligation to compensate any damage suffered by the renter.
- 12.3** The ending of the rental agreement in a way as described in this article does not affect the obligations of the renter with respect to returning rental objects as referred to in article 9 of these general conditions.
- 12.4** If the rental agreement ends as a result of one of the causes as specified in this article, for the rental company an obligation originates to perform to its best ability to offer a new rental agreement with the same provisions to the extent possible as under the ended rental agreement.

**Article 13 Insurance and damage to the rented object**

- 13.1** Unless it is agreed in the rental agreement that the rental company takes responsibility for concluding insurance, the renter is bound to adequately insure the rented object for the duration of the rental agreements and keep it insured. The rental company must be included as co-insured party. Furthermore, the policy must contain a provision that compels the insurer to inform the rental company if the renter comes into payment arrears for the premium payments, and the policy must mention that the rental company is the first entitled party for any insurance payments.

- 13.2** Adequate insurance is understood to mean third-party motoring insurance in conformity with Directive 2005/14/EC, supplemented by cover against theft, damage and loss (all-risk). The extent of the cover must at least amount to the book value of the rental object (book value cover). The renter must submit proof of this insurance to the rental company. Not sufficing with regard to this obligation qualifies as an attributable failure to perform.
- 13.3** If damage is caused to the rented object or damage is caused by the rented object, the renter is bound to report this damage immediately to the rental company, and at least within 48 hours of the origination of the damage. In such a case the renter must send the rental company all information and forms relating to the origination of the damage, including in any event the details of the causer of the damage, the accident statement form and photos, possibly supplemented by documents from the police and witness statements.
- 13.4** If the origination of the damage is attributable to the renter and the damage for whatever reason is not covered under the insurance included in article 13.2, the renter must compensate this damage to the rental company. To this end, the rental company will carry out a survey of the damage that is made available to the renter. If the renter is not in agreement with this survey, the renter must have a second opinion drawn up after the forwarding of the valuation report to the renter within 5 workdays. Should the renter fail to do this, the survey carried out by the rental company applies definitely and the rental company will charge the renter accordingly.
- 13.5** If the damage to the rental object is caused by a third party, the rental company will attempt to recover the damage from the third party based on the information provided by the renter according to article 13.3 to the rental company. The renter is bound to provide all cooperation that the rental company requests. If the renter acts in contravention of the obligations in article 13.3 and/or the obligation to provide cooperation as referred to in this article, and as a result the recovery of the damage is not possible, the renter is itself bound to compensate the damage to the rented object and that specified in article 13.4 applies.
- 13.6** If the rental object is insured by the rental company and a policy excess is agreed in the rental agreement, the liability of the renter for damage per case of damage is limited to the amount of the policy excess, unless:
- the damage originated during or as a result of acts or negligence in violation of article 6;
  - the damage originated with the approval of, deliberately or by gross negligence of the renter;
  - the rental object was subrented to a third party or made available to a third party, also if the rental company had consented to this;
  - the damage is as a result of any disadvantage caused by or with the rental object to third parties and the third-party motoring liability insurance concluded for the rental object does not offer cover on the basis of the contravention of any provision in the policy conditions. The policy conditions will be made available for inspection at the rental company and will be sent on the first request from the renter free of charge;
  - the damage originated due to the absence of the rental object and/or the keys associated with the rental object or the operation of the alarm installation and/or the documents associated with the rental object (such as the registration certificate and the customs clearance documents) not all being supplied to the rental company;
  - damage that is the consequence of danger connected to the transport, storage, loading and unloading of dangerous, explosive, flammable, oxidising or toxic substances;
  - damage that is the consequence of intoxicated driving due to alcohol and/or drugs, misuse or misappropriation, as well as if the driver of the rental object did not have a legal driver's licence for driving the rental object.
- 13.7** If the damage to the rental object is less than the agreed policy excess, the rental company has no obligation to perform to its best ability to recover the damage from any third-party causer.
- 13.8** If the rental object is insured by the rental company, the rental company will in a case of damage (claim on the insurance) increase the rental charge by an amount of €25 per month per case of damage. The rental company will also be entitled to increase the policy excess as referred to in article 13.6 of these general conditions by a maximum 100%, if no policy excess is agreed, to require a policy excess.
- 13.9** As a departure from the agreed policy excess as referred to in article 13.6, this policy excess is increased by an amount of a maximum of €5,000 for damage that originates as a result of damage to any part of the rental object that is located at a distance of over two metres above the ground, caused with any part of a coupled semi-trailer that is above ground height.

#### **Article 14 Breakdown Service**

- 14.1** If the rental agreement includes that the renter can make use of Heisterkamp's breakdown service, if the renter uses this service a mediation agreement originates directly between the renter and Heisterkamp's breakdown service. Applicable to this agreement are the general conditions of Heisterkamp Truckservice B.V. and/or specific general conditions of the breakdown service.
- 14.2** The costs associated with mediation by the breakdown service are at the expense of the rental company. This applies unless the origination of the breakdown is attributable to the fault of the renter. In a such a case the mediation costs for the breakdown service will be charged directly to the renter, or if the rental company has already paid the costs, the rental company will charge the costs on to the renter.
- 14.3** If due to or in connection with activities by the breakdown service repairs and/or other costs are incurred for which the renter is responsible or liable, these costs will be charged to the renter. In other cases the rental company will bear these costs.

#### **Article 15 Other**

- 15.1** The legal ownership of the rented object is at all times with the rental company, notwithstanding the right of the rental company to alienate, encumber or rent the rented or subrent the object to the renter. Only if the rental agreement includes an explicit right to purchase does the renter have first right of purchase after the expiry of the rental agreement. This right becomes no longer applicable however if the renter during the agreement period has remained in default with respect to compliance with the rental agreement.
- 15.2** Without prior written permission from the rental company the renter is not allowed to use intellectual property of the rental company such as (trade) names, images and/or slogans.
- 15.3** In the case of administrative, civil or criminal law seizure of the rental object at the expense of the renter, the renter remains bound to compliance with the obligations of the rental agreement, including the payment of the rental. The renter must hold the rental company harmless for all costs resulting from the seizure and resulting damage costs.
- 15.4** All information with respect to the rental agreement must be treated as confidential information. The renter is not allowed to impart this information to third parties. If the renter acts in violation of these provision, he immediately becomes owing

a penalty that is equal to twelve monthly period payments, without prejudice to the right of the rental company to supplementary damage compensation should the damage be higher.

**15.5** The invalidity, non-binding nature or other inapplicability of any provision in the rental agreement and/or these general conditions does not affect the validity of the other provisions. Should such a case occur, the parties will consult each other with the purpose of reaching agreement on an alternative provision that does justice to the parties considering the invalid, non-binding and/or inapplicable nature of the provision.

**15.6** Dutch law applies to the legal relationship between the rental company and the renter.

**15.7** Disputes will only be brought before the authorised judge at the Lawcourt of Overijssel, location Enschede.

**Article 16 Unilaterally changes clause for these general conditions**

**16.1** The rental company is always authorised to unilaterally change these general conditions. The last drawn up or published version of the general conditions will be always applicable to the rental agreement between the rental company and the renter.

**16.2** Changed general conditions are applicable from the day on which they are published on the website of the rental company: [www.heisterkamp.eu](http://www.heisterkamp.eu). By virtue of publication on the website the renter is considered to have been informed about the changed conditions. The date of publication is the date mentioned on the general conditions. Changed general conditions will be sent to the renter on the request of the renter by the rental company.