

Article 1 General

- 1.1 These General terms and Conditions are applicable to all agreements entered into with Heisterkamp Trailerverhuur B.V (hereinafter: "Rental Company" and where applicable as "it" and "its"). They also apply to preceding agreements and any ensuing legal relationships therefrom. Rental Company's contracting party will hereinafter be referred to as: "Hirer" and where applicable as "it", and "its". These Terms and Conditions may also be downloaded from www.heisterkamp.eu.
- 1.2 By entering into an agreement with or giving an assignment to Rental Company, Hirer expressly waives any terms and conditions it applies, as a result of which the legal relationship between Rental Company and Hirer will exclusively be subject to these General Terms and Conditions. The applicability of terms and conditions applied by Hirer is hereby expressly rejected.

Article 2 Formation of agreements

- 2.1 All quotations made by Rental Company, both orally and in writing, are without obligation and qualify as an invitation to make an offer by Hirer.
- 2.2 Without prejudice to the provisions of article 2.1., quotations issued by Rental Company will only be valid and legally enforceable if these have been approved in writing by the administrator authorized to act, in evidence whereof the quotation must be signed by the latter.
- 2.3 An agreement will be formed by acceptance by Rental Company of the offer of Hirer in evidence whereof Rental Company and Hirer in principle enter into a written Rental Agreement. In the event that a written Rental Agreement is absent and the hired object has already been made available, the Parties will be considered to have agreed what Rental Company has communicated through the quotation referred to in article 2.1.
- 2.4 Statements by Rental Company concerning among others prices, specifications, dimensions, achievements and results will only be provided approximately. Images, brochures and models supplied to Hirer will only serve as an indication.

Article 3 Provision

- 3.1 In the event that an initial period is included in the Rental Agreement between Rental Company and Hirer, this period will never be a final deadline with respect to Rental Company.
- 3.2 Rental Company will inform Hirer where and when the hired object will be made available. In principle, this will be on the location and at the time as laid down in the written Rental Agreement. However, Rental Company will be entitled to make any changes in this respect if it considers these necessary for a correct execution of the Rental Agreement.
- 3.3 The provision will take place by enabling Hirer to pick up (couple) the hired object on the location and at the time communicated in accordance with article 3.2. As from the time communicated in accordance with article 3.2, the hired object will be considered to be under the control of Hirer. As from that time all risks, especially the risk of theft and damage in respect of the hired object will be to the account of Hirer.
- 3.4 In the event that Hirer fails to pick up the hired object at the time that it is made available, Hirer will be held to reimburse Rental Company for any costs arisen for Rental Company in relation to this failure e.g. but without any limitation the costs of storage and transport of the hired object. Such without prejudice to the obligation of Hirer to pay the agreed rental charge and other compensations and without prejudice to the obligation to still pick up the hired object.
- 3.5 In the event of rental of multiple hired objects, Rental Company will be entitled to execute the provision thereof in separate parts (times and locations).
- 3.6 Rental Company will be entitled to suspend the provision obligation if:
- a written Rental Agreement is absent;
 - Hirer fails to sign the technical specifications of the hired object for approval (in case of a newly produced hired object);
 - Hirer failed to sign the description of the condition of the hired object for approval ('outbound form');
 - Hirer failed to show adequately that the person picking up the hired object is authorized thereto;
 - Hirer did not meet the obligation to pay a security deposit.
- 3.7 If no outbound form was made up and/or undersigned when the hired object was made available, Rental Company has the right to unilaterally make up this outbound form and send it to Hirer. If Hirer does not object to the contents of the outbound form, the condition of the hired object as described in the outbound forms shall be deemed to be agreed upon.

Article 4 Prices

- 4.1 All prices/rates stated by Rental Company are exclusive of vat unless stated otherwise.
- 4.2 All prices/rates stated by Rental Company are based on the cost prices at the time of entering into the agreement. Cost prices mean but without any limitation the costs of raw materials, fuels, labour, insurance and tax expenses. In the event that these cost prices increase whether or not foreseeable, Rental Company will have the right to pass on this increase in the prices/rates agreed with Hirer.
- 4.3 The rental charge will be adjusted after every 12 months. This adjustment shall be on the basis of the alteration of the monthly price index of the Consumer Price Index (CPI), all households series (2000 = 100), published by the Dutch Central Bureau of Statistics (CBS). The amended rental shall be calculated according to the following formula: the amended rental shall be equivalent to the existing rental of the date of amendment, multiplied by the index point in the fourth calendar month before the calendar month in which the rental is adjusted, divided by the index point of the sixteenth calendar month before the calendar month in which the rental is adjusted.
- 4.4 The rental charge shall not be adjusted if the adjustment would lead to a lower rental charge than the most recently valid figure, but in such a case the most recently valid rental figure will continue to apply until a subsequent indexation of the index point in the calendar month four months prior to the adjustment is higher than the index point of the calendar month four months prior to the calendar month in which the most recent adjustment took place.
- 4.5 An indexation method as closely comparable as possible shall be used if the CBS ceases publication of its index points or alters their basis of calculation, and in case of a difference of opinion on this matter, the party taking the initiative may ask the Director of the CBS to pronounce a decision to be binding on the parties. Half of any costs associated with this will be borne by each of the parties.
- 4.6 The amended rental charge shall apply even if no separate notification thereof is given to the Hirer.

Article 5 Use of the hired object

- 5.1 Hirer will be held to act with due care and diligence in respect of the hired object, as well as use the hired object in accordance with its designated use. In the event that no further arrangements have been made concerning the

- designated use, the hired object will be designated to be used as a means of transport on behalf of goods. In this respect, Hirer will expressly not be allowed to transport illegal goods.
- 5.2** Hirer will strictly comply with all regulations concerning the use of the hired object issued by the manufacturer and/or Rental Company expressly including the regulations concerning (the manner of) loading. Hirer will also exclusively deploy competent staff in the use of the hired object. Hirer will not excessively pack the goods to be transported together or load the hired object in an unbalanced way and Hirer will not transport goods that cause damage to the hired object.
- 5.3** In the event that measures, adjustments to the hired object or additional permits are required for (an efficient) use of the hired object, these must be carried out/applied by Hirer to its account and risk. To this end, Hirer will always need the prior written consent of Rental Company.
- 5.4** Hirer may only deploy the hired object for activities within the boundaries of the Member States of the European Union, including the Swiss Confederation, Norway, the Russian Federation up to the Ural Mountains (European Russia) and all countries bordering on the Mediterranean Sea.
- 5.5** Hirer must at all times be able to prove the location of the hired object at the request of Rental Company.
- 5.6** Hirer is not allowed to rent out the hired object or to give it in use to third parties in any other way, to pledge the hired object, to establish (have established) any restricted right thereto or to transfer the rights from the Rental Agreement.
- 5.7** Without the prior written permission of Rental Company, Hirer is not allowed to make any changes to the hired object. Any change will be considered a change or addition that cannot be undone without significant costs within the meaning of section 214 Book 7 Dutch Civil Code. In case Hirer acts in breach of this provision, Rental Company will be entitled to return the hired object to its original condition at the expense of Hirer. All damage to the hired object that is the result of making changes will be fully recovered from Hirer. The provisions in the Rental Agreement and/or article 13 of these General Terms and Conditions with respect to the full cover / damage waiver do not apply to such damages.
- 5.8** All taxes, excise duties, fees, customs duties and other levies due in relation to the use of the hired object will be to the account of Hirer. Insofar as these have been charged to Rental Company, Rental Company will charge them on to Hirer.

Article 6 (Statutory) inspections, servicing and repairs

- 6.1** Hirer is held to check the hired object daily and to carry out daily maintenance at the expense of Hirer. Daily checks and daily necessary maintenance will in any case include but without any limitation, check and if necessary repair/replace and adjust the wheel nuts, tyre tension, lighting, oil level and level of other fluids and other technical matters. Furthermore Hirer is held to regularly wash and clean the hired object both inside and outside.
- 6.2** Hirer must timely ensure that the statutory Periodic Vehicle Inspection APK within the meaning of the Road Traffic Act 1944 is carried out as is obligatory in the Netherlands. The costs of this inspection will be to the account of Hirer. This obligation also applies if the hired object is used in other countries than the Netherlands, in which case Hirer - and also at the expense of Hirer - must ensure that any inspections are carried out that are applicable in the country where the hired object is used. Hirer is obliged to present the test certificate to Rental Company within two weeks after the inspection(s) was/were carried out. Such unless it has been agreed in the Rental Agreement that this inspection will take place by and to the account of Rental Company.
- 6.3** In the event that 'major maintenance', other than daily maintenance, and/or repairs on the hired object are required, Hirer must acquire consent thereto in writing from Rental Company before such maintenance or repairs are carried out. If the guarantee conditions apply to the hired object, Hirer is also held to obtain written confirmation from the manufacturer that states that carrying out (having carried out) the repairs and/or main maintenance does not affect the operation of the guarantee. Granting permission by Rental Company is subject to presenting this confirmation to Rental Company. In all cases, parts that are placed in the hired object as replacements must be original parts manufactured by or on behalf of the manufacturer of the hired object. Parts that are placed in the hired object as replacements become the property of Rental Company by their mere placement without any right to restitution for Hirer.
- 6.4** In complying with the obligations included in this article, Hirer is held to follow the instructions of Rental Company. These include any guarantee or other provisions of the manufacturer of the hired object included in the delivery. Rental Company will have the right to check the work after these inspections, maintenance and/or repairs have been carried out. If these have been carried out insufficiently expertly, Rental Company will have the right to carry out (have carried out) this work once more to the account of Hirer.
- 6.5** Hirer is held to keep a register with entries of all inspections, repairs and maintenance work on the hired object. Hirer is held to make this register available to Rental Company after expiry of the Rental Agreement. Furthermore Hirer is held during the term of this agreement to grant Rental Company inspection of the register at its request.
- 6.6** Non-compliance with the regulations as included in this article will lead to attributable failure of Hirer. In such situations, Hirer will be obliged to compensate Rental Company for losses incurred by Rental Company as a result thereof. These include but without any limitation fines/penalties and losses as a result of the lapse of guarantee.
- 6.7** After expiry of the Rental Agreement, the thickness of the tyre profile must comply with the minimum number of millimetres agreed in the Rental Agreement. For each millimetre that is short, a proportionate part of the tyre value when new will be charged to Hirer. There will be no restitution for thickness above the agreed minimum.
- 6.8** After expiry of the Rental Agreement, the hired object must be returned with at least 50% of the original brake lining thickness. If the hired object is returned with less than this brake lining thickness, Hirer will be due to Rental Company the replacement value of the brake lining.

Article 7 Payments and costs

- 7.1** Hirer will be under the obligation to timely pay the agreed consideration ('rental charge') and other costs ensuing from the Rental Agreement to Rental Company. If a payment term is included in the Rental Agreement, this term needs to be observed. If no specific term is included, a payment term of thirty (30) days after receipt of the applicable invoice sent by Rental Company will apply.
- 7.2** Hirer will not be allowed to set off counter claims whether or not established with amounts due by Hirer to Rental Company, to invoke suspension of payment or apply any discount in any other way.
- 7.3** Payment terms included in the agreement or in this article will be fatal deadlines. Each time that an amount due by Hirer on account of the Rental Agreement has not been paid promptly on the due date, Hirer ipso jure forfeits to Rental Company per calendar month starting from the due date of that amount an immediately payable penalty of 1% of what

is due per calendar week in which respect part of a week counts as a full week, with a minimum of €100 per week. Furthermore, by exceeding the payment term all other receivables of Rental Company from Hirer will immediately become due and payable.

- 7.4** In clarification of the penalty included in article 7.3, the following example applies. If Hirer only pays invoice X with 25 January (week 4) as final due date on 2 March (week 9), Rental Company will be entitled to charge the aforementioned penalty six times.
- 7.5** If Hirer exceeds the final payment term of any payment due with a term of more than fourteen (14) days, Rental Company will have the right to terminate the Rental Agreement out of court in order to limit its losses. Such exceeding of the payment term does not qualify as failure of a special nature or minor importance unless it concerns an amount or amounts of less than €500.
- 7.6** If Rental Company is assessed for costs that are to the account of Hirer, including for example but without any limitation costs on account of taxes, violations of statutory regulations, repairs and suchlike, Rental Company will pass on these costs to Hirer whereby administration costs to the amount of 10% with a minimum of €25 will be charged.
- 7.7** In all cases in which Rental Company has a demand, a notice of default or a bailiff's notification issued to Hirer or in the event of proceedings against Hirer to force such party to fulfil the Rental Agreement or to force Hirer to return the hired object, Hirer will be under the obligation to pay Rental Company all related reasonable costs, both in and out of court - with the exception of the costs of the proceedings to be paid by Rental Company as a result of a final judicial decision. The incurred reasonable costs will in advance be determined between the Parties at an amount that is calculated as follows; 15% over the principal sum with a maximum of €15.000. Section 6:96 paragraph 4 and 96 Dutch Civil Code, including expressly the reference to the maximum amount to be reimbursed on extrajudicial costs, is hereby not applicable between the Parties.

Article 8 Securities

- 8.1** In the event that there is reason thereto in the opinion of Rental Company, Hirer will be obliged at the first request of Rental Company thereto to put up (further) security for the correct execution of the Rental Agreement. In any case, there will be reason thereto as referred to in this article, if Hirer fails to correctly and timely meet its payment obligations. Not putting up the required security qualifies as an attributable failure in the execution of the Rental Agreement, which gives Rental Company the right to terminate the agreement.
- 8.2** As (additional) security, Rental Company may require Hirer to put up a bank guarantee of a first-rate Dutch bank, to put up a specific corporate guarantee, to establish a right of pledge on goods of Hirer and/or to deposit a security deposit. In all cases security must be put up for an amount that corresponds with at least monthly obligations of Hirer.

Article 9 End of Rental Agreement and return of hired object

- 9.1** After expiry of the Rental Agreement Hirer will be held to return the hired object to Rental Company. This must take place on the address agreed in the Rental Agreement. In the event that no address is included in the Rental Agreement, Hirer must return the hired object on the address that Rental Company will communicate to Hirer. Hirer will be obliged to enter into consultations with Rental Company at least two weeks before expiry of the Rental Agreement in order to agree on a specific time for returning the hired object.
- 9.2** Notwithstanding the provisions in article 9.1 of these General Terms and Conditions, Rental Company will at all times be entitled to designate another place for returning the hired object.
- 9.3** If Hirer returns the hired object at a wrong address, Hirer will be held to reimburse Rental Company for the costs of transport to the agreed or designated address.
- 9.4** In the event that Hirer does not or not timely return the hired object, Hirer will be obliged to pay a usage fee over the period from the end of the Rental Agreement until the time of returning the hired object.
- 9.5** On returning the hired object, Hirer will describe the condition of the hired object on an 'inbound form'. In the event that the condition of the hired object on returning as evidenced from the inbound form, deviates from the condition laid down on the outbound form as referred to in article 3.6 of these General Terms and Conditions, Rental Company will proceed to restore the condition of the hired object to the condition as described on the outbound form at the expense of Hirer. With due observance of the provisions in article 6 of these General Terms and Conditions, and prior to returning the hired object, Hirer will be free to ensure that the condition of the hired object will be the same as the condition described in the outbound form. The return date stated in this article is a final deadline.
- 9.6** On returning the hired object, all papers and documents relating to the hired object, must be handed over to Rental Company.
- 9.7** In the event that Hirer after expiry / termination of the Rental Agreement fails to meet its obligation to return the hired object, Rental Company will be entitled to take back (have taken back) the hired object at the expense of Hirer. Hirer hereby authorizes Rental Company and any third parties commissioned by Rental Company expressly and irrevocably to access all locations. These include for example but without any limitation the (business) sites of Hirer as well as the sites of the customers of Hirer insofar as Hirer is entitled to access these.
- 9.8** In the event that Rental Company, whether or not after the termination of the Rental Agreement, for whatever reason still has a claim against Hirer, and Rental Company (re)gains the disposal of the hired object with any goods in it, a right of pledge will arise for Rental Company on such goods by operation of law. By signing the Rental Agreement, Hirer declares that it has power of disposition in respect of the goods transported with the hired object. Rental Company will have the right of summary execution. If no right of pledge has been or can be established for whatever reason, in any case a right of retention will arise on these goods.

Article 10 Liability and Himalaya clause

- 10.1** Hirer will be liable to Rental Company for all damage to the hired object.
- 10.2** Hirer indemnifies Rental Company for and against all penalties/fines imposed on Hirer by acts or omissions of Hirer.
- 10.3** Rental Company will not be liable for damage as a result of a defect and in the event of a defect Hirer cannot claim any rental charge reduction and setoff. In this respect, in addition to direct damage, damage will expressly include consequential damage such as but without any limitation direct trading loss, loss of profit, business interruption loss and production loss, as well as personal injury.

- 10.4** If, despite the provisions in this article, Rental Company is liable for any damage incurred by Hirer, the height of the compensation of damages to be paid will never be higher than the amount paid out by the insurer of Rental Company.
- 10.5** The provisions included in these General Terms and Conditions to fend off or limit the liability, will also apply to all those that are involved in the execution of the Rental Agreement whether or not on behalf of Hirer.
- 10.6** If Rental Company in the execution of the Rental Agreement makes use of the services of third parties, Rental Company will also have the provisions applied by such third party at its disposal in the relation to Hirer to fend off or limit liability. This provision will also apply if Hirer is or was not aware of the content of these provisions.
- 10.7** If Hirer, notwithstanding the provisions in these General Terms and Conditions, engages third parties in the execution of the Rental Agreement, Hirer will be fully liable for any damage incurred by Rental Company as a result of the acts and/or omissions of such third parties, even if Hirer has limited or excluded its liability with respect to Rental Company.
- 10.8** Hirer will be fully liable for damage to or theft of the hired object. An insurance entered into by Hirer with an external party does not detract from this liability. Hirer will at all times be the first and only point of contact for Rental Company. Guiding principle for determining the height of the compensation of damages to be paid by Hirer to Rental Company is the replacement value of the hired object at the time that the fact occurred that caused the damage. Rental Company will send Hirer an invoice to this amount. Until the time of payment of this invoice, Hirer will be held to a usage fee to be paid equal to the most recently applicable rental charge.
- 10.9** In the event of damage, theft and/or loss of a hired object, Hirer must promptly inform Rental Company in writing whereby Hirer will make all available information and/or data in respect of the damage, theft and/or loss of the hired object available to Rental Company.
- 10.10** In the event of a situation as referred to in article 9.7 of these General Terms and Conditions, Rental Company will in no case be held to compensate any damages incurred by Hirer. All damage suffered by Hirer as a result of taking back the hired object will remain to the account of Hirer. At the same time Hirer indemnifies Rental Company for any damage as a result of taking back the hired object: if Rental Company is addressed by third parties for payment of compensation of damages that are related to taking back the hired object, this damage will be compensated to Rental Company by Hirer, increased by the costs that Rental Company had to make.

Article 11 Termination of the Rental Agreement

- 11.1** Rental Company will be entitled to terminate the Rental Agreement with immediate effect, in the event that: Hirer becomes bankrupt, is granted suspension of payment or a request thereto has been submitted;
- assets of Hirer are attached;
 - Hirer makes changes in the (legal) structure of its business; including mergers, divisions, restructurings, relocations, management changes and a change in the voting proportions;
 - fails in any obligation ensuing from the Rental Agreement and Hirer is in default including in any case non-payment of a rental charge instalment;
 - has informed Rental Company incorrectly during or on entering into the Rental Agreement;
 - has not picked up the hired object within 5 days after it has been made available as referred to in article 3.
- 11.2** If Rental Company, on the grounds stated in article 12.1 proceeds to terminate the Rental Agreement, the obligation for Hirer promptly arises to return the hired object in a manner as stated in article 9. Returning the hired object must in any case take place within three days after the date of termination, in the absence of which Hirer will be due compensation of damages for each day after the second day of the termination of €500 per hired object.
- 11.3** If Rental Company, on the grounds stated in article 12.1 proceeds to terminate the Rental Agreement, Hirer will be obliged to pay compensation of damages. The height of this compensation of damages will at least be an amount that matches the rental charge instalments to the original end date of the Rental Agreement, without prejudice to the right of Rental Company to claim additional compensation of damages.

Article 12 Transfer of hired object

- 12.1** Notwithstanding the provisions in section 7:226 paragraph 1 Dutch Civil Code, transfer of the hired object by Rental Company will terminate the Rental Agreement. Termination of the Rental Agreement in this manner will never result in the obligation to compensate any damage suffered by Hirer as a result of this.
- 12.2** Notwithstanding the provisions in section 7:226 paragraph 1 Dutch Civil Code, enforcement of the right of pledge established on the hired object by Rental Company will terminate the Rental Agreement. Termination of the Rental Agreement in this manner will never result in the obligation to compensate any damage suffered by Hirer as a result of this.
- 12.3** The termination of the Rental Agreement in a manner as laid down in this article, does not affect the obligations of Hirer in respect of returning the hired object as referred to in article 9 of these General Terms and Conditions.
- 12.4** In the event that the Rental Agreement terminates as a result of one of the causes laid down in this article, a best-efforts obligation will arise for Rental Company to offer a new Rental Agreement as the Rental Agreement that was terminated at that time.

Article 13 Insurance and damage to the hired object

- 13.1** Hirer is held to adequately insure the hired object and to keep it adequately insured during the term of the Rental Agreement. Rental Company must be included as coinsured party in the insurance policy.
- 13.2** An adequate insurance means a Civil Liability Insurance (Motor Vehicles) in accordance with Guideline 2005/14/EC, with coverage against theft, damage and loss. Hirer will be under the obligation to submit proof of this insurance with Rental Company. Non-compliance with this obligation qualifies as an attributable failure.
- 13.3** If the hired object is damaged or damage is caused by or with the hired object, Hirer will be held to report this damage promptly to Rental Company but at least within 48 hours after the damage arose. Hereby Hirer must communicate all data and forms relating to the occurrence of the damage - including in any case the data of the person responsible for the damage, the damage form and photographs possibly with police reports and witness testimonies, to Rental Company.
- 13.4** In the event that the occurrence of the damage is due to Hirer, Hirer will be held to compensate Rental Company for this damage. To this end, Rental Company will carry out (have carried out) an assessment of the damage, which will be

- made available to Hirer. If Hirer does not agree with this valuation, Hirer must have a second opinion carried out within 5 working days after sending the assessor's report to Hirer. If Hirer fails to do so, the assessment by Rental Company will be considered as definite and Rental Company will charge Hirer accordingly.
- 13.5** If Parties have included a provision in the Rental Agreement for damage caused by Hirer itself, for example indicated as 'full cover' or 'damage waiver', the provisions in the articles 13.4 and 13.5 will also apply provided that Rental Company will charge a damage amount to Hirer.
- 13.6** A provision / damage cover included in the Rental Agreement for damage caused by Hirer itself does not imply an obligation for Rental Company to enter into an insurance with an insurance company in respect of this.
- 13.7** After expiry of each rental year Rental Company will identify and list the damage amounts not charged on to Hirer on the grounds of the full cover / damage waiver included in the Rental Agreement. If these amounts exceed the amounts charged by reason of the full cover / damage waiver, Rental Company will increase the contribution to be charged for full cover / damage waiver by the equivalent of the (not charged on) damage amounts and the amounts paid on the grounds of the full cover / damage waiver.
- 13.8** If the damage is caused by a third party, Rental Company will try to recover (have recovered) the damage from that third party on the basis of the data stated by Hirer in article 13.3 and made available to Rental Company. Hirer will be obliged to fully cooperate with all requests from Rental Company in this respect. In the event that Hirer acts contrary to the obligations as stated in article 13.3 and/or the obligation to cooperate as referred to in this article and as a result of this, recovery of the damage is not possible, Hirer will be held to compensate Rental Company itself for the damage to the hired object and the provisions in article 13.4 will apply. In such a case Hirer cannot invoke the full cover / damage waiver.
- 13.9** If the damage has arisen by an act of Hirer itself or an act that can be attributed to Hirer, Hirer, on the grounds of the Rental Agreement and the provisions in article 13.3 will be obliged to report this damage with Rental Company within the stated term. If Hirer fails to do so, Hirer will be held to compensate Rental Company itself for the damage to the hired object and the provisions in article 13.4 will apply. In such cases Hirer cannot invoke the full cover / damage waiver.
- 13.10** A full cover / damage waiver in case of theft can only be invoked if the hirer can prove that the unconnected trailer was locked with a king pin lock and was parked in a fenced area. The latter also goes for a connected trailer. Hirer cannot invoke the full cover / damage waiver in case of seizure or confiscation of the trailer, whether or not with governmental authorization, or in any other case in which third parties lay claim on the trailer.

Article 14 Breakdown Service

- 14.1** If it is included in the Rental Agreement that Hirer can make use of the Breakdown Service of Heisterkamp, a mediation agreement will arise between Hirer and the Breakdown Service of Heisterkamp directly if Hirer makes use of that service. The thus arisen agreement will be subject to the General Terms and Conditions of Heisterkamp Trailerservice B.V. and or specific general terms and conditions of the Breakdown Service.
- 14.2** The costs related to the mediation by the Breakdown Service will be to the account of Rental Company unless Hirer is to blame for the occurrence of the breakdown. In such a case, the mediation costs of the Breakdown Service will be invoiced directly to Hirer, or if Rental Company has already paid these costs, Rental Company will invoice these costs to Hirer.
- 14.3** If or in relation to the intervention by the Breakdown Service repairs and/or other costs are incurred for which Hirer is liable pursuant to article 13 of these General Terms and Conditions, these costs will be passed on to Hirer. In other cases, Rental Company will bear these costs.

Article 15. Miscellaneous

- 15.1** Legal ownership of the hired object will at all times remain with Rental Company notwithstanding the right of Rental Company to dispose of the hired object, to encumber it or to rent it (out) to Hirer. Only if an express purchase option thereto has been agreed in the Rental Agreement, Hirer will have the right of first purchase after expiry of the Rental Agreement. However, this right will lapse at the time that Hirer has been in default with respect to the execution of the Rental Agreement during the term of the agreement.
- 15.2** Without the prior written permission of Rental Company, Hirer may not use any intellectual properties of Rental Company as for example (trade) names, trademarks and/or word marks.
- 15.3** All information in respect of the Rental Agreement must be treated as confidential information. Hirer may not share this information with third parties. If Hirer acts contrary to this provision, it will forfeit an immediately due and payable penalty that is equal to twelve monthly instalments without prejudice to the right of Rental Company to additional compensation of damages if the damage exceeds this amount.
- 15.4** If any provision from the Rental Agreement and/or these General Terms and Conditions is void, not binding or otherwise invalid, this does not affect the validity of the other provisions. In the event that such a situation occurs, Parties will consult each other in order to reach agreement about an alternative provision that does justice to what Parties intended with the void, not binding and/or invalid obligation.
- 15.5.** The legal relationship between Rental Company and Hirer will be governed by the Dutch law.
- 15.6** Disputes will exclusively be submitted to the competent Court of Overijssel, location Enschede.

Article 16 Unilateral changes clause of these General Terms and Conditions

- 16.1** Rental Company will at all times be entitled to (unilaterally) amend these General Terms and Conditions. The most recently drawn up or published version of the General Terms and Conditions will be applicable to the Rental Agreement between Rental Company and Hirer.
- 16.2** Amended General Terms and Conditions will be applicable from the day that these are published on the internet site of Rental Company: www.heisterkamp.eu. By disclosure on that internet site, Hirer will be considered to have been informed about the amended General Terms and Conditions. As date of disclosure will be considered the date that can be found on the General Terms and Conditions. At the request of Hirer, Rental Company will send the amended General Terms and Conditions to Hirer.