GENERAL PAYMENT AND DELIVERY TERMS OF:
MEEVER SP, ESTABLISHED AND LOCATED IN MEERKERK, NL.

PART I GENERAL PROVISIONS

Article 1

Definitions

In these general terms and conditions, the following definitions shall apply:

- **Supplier and/or Lessor:** Meever SP, user of these general terms and conditions.
- **Client and/or Tenant:** The company or professional institution that has issued an order to Supplier and/or Lessor to buy or rent certain Products.
- **Products:** Any goods or services that the Supplier has included or will include in its sales or rental range.

Article 2

Applicability of these terms and conditions

2.1 These conditions apply to every offer/quotation and every Agreement between Supplier/Lessor and Client/tenant, unless these conditions have been explicitly deviated from by the parties in writing. These conditions also apply to all stages prior to the conclusion of an Agreement and to services and work performed by the Supplier prior to its conclusion.

2.2 The Supplier reserves the right to supplement and/or amend these general terms and conditions at any time.

2.3 By the mere placing of an order and/or taking delivery of the delivered goods, the other party accepts these terms and conditions and is deemed to have tacitly agreed to the exclusive applicability of these terms and conditions in any further orders given by him orally, by telephone, telegraphically, by telefax telex, or in any other way, irrespective of any written confirmation.

2.4 The Supplier shall not be bound by the General Terms and Conditions declared applicable by the Client, unless the Supplier has expressly accepted those terms and conditions in writing.

2.5 If one or more provisions of these General Terms and Conditions are null and void or annulled, the remaining provisions of these General Terms and Conditions shall remain fully applicable. In the event of null and void or annulled clauses, conditions will take their place that are as close as possible to the purpose and meaning of the original provisions.

2.6 Trade terms used in offers, order confirmations or otherwise shall be interpreted in accordance with the International Rules for the Interpretation of Trade Terms produced by the International Chamber of Commerce (ICC Incoterms) as in force at the time of conclusion of the agreement.

Article 3

Offers and quotations

3.1 Documents provided by the Supplier to the Client shall not bind the Supplier.

3.2 The Supplier shall not be bound by any deviations appearing in the Client's acceptance of the Supplier's offer/quotation.

3.3 Verbal undertakings and agreements with employees of the Supplier shall not bind the Supplier except after and insofar as they have been explicitly confirmed by the Supplier in writing.

3.4 The Supplier is entitled to have a credit check carried out with regard to the Client on the basis of which the Supplier is authorised to withdraw an offer already made.

3.5 If the Supplier has incurred costs for the purpose of making an offer, the Supplier shall be entitled to charge these to the Client, if the Supplier has informed the Client thereof in writing in advance.

3.6 In the case of a composite offer/quotation for several services, there is no obligation for the Supplier to perform part of the services at a corresponding part of the quoted price, if the other part is not accepted.

3.7 The agreement is established by and at the moment of sending an order confirmation or accepting an offer/quotation by Client, or the written confirmation by Supplier of an order, or by the actual commencement of work and/or services by Supplier.

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Article 4

(Execution of the) Agreement

4.1 The Supplier's commitment is an obligation of effort in which the Supplier shall observe the specific requirements of craftsmanship.

4.2 The Supplier shall at all times be entitled, before proceeding with or continuing to provide services, to require security or advance payment from the Client for the punctual performance of his obligations. If this advance payment is not made or this security is not provided to the reasonable satisfaction of the Supplier, the Supplier shall be entitled to dissolve the agreement by a single written statement and without judicial intervention, without prejudice to the Supplier's right to compensation, if there are grounds for doing so, and without the Client being able to assert any claims for compensation.

4.3 In addition, the Supplier is entitled to suspend the delivery of goods if and for as long as the Client fails to meet any obligation to the Supplier arising from the agreement, or fails to meet it in full, properly or on time. In the event that the Client fails to remedy his failure to fulfil the agreement immediately, despite summons by the Supplier, the Supplier shall be entitled to dissolve the agreement by private letter with immediate effect without being obliged to compensate any damage on the part of the Client.

4.4 All additions, amendments and further agreements to the agreement shall only apply if agreed in writing.

4.5 The goods are sold and delivered subject to the usual tolerances for dimensions, quantities and weights,

unless expressly agreed otherwise.

4.6 The Supplier is not liable for errors in illustrations, sizes, weights, qualities and/or price (lists) of any kind.

4.7 Cancellation by the Client of a concluded agreement can only take place with the prior written consent of the Supplier. If Supplier agrees to the cancellation, Client shall be obliged to reimburse Supplier's full costs and damages.

Article 5

Delivery/delivery time

5.1 Delivery takes place in accordance with that agreed in writing. Further provisions concerning place and manner of delivery shall be laid down in the agreement. Unless otherwise agreed, loading on delivery and unloading on return shall be at the Supplier's risk, while transport to and from the place of delivery, including loading and unloading there, shall be at the Client's expense and responsibility.

5.2 If, at the end of the hire, the Supplier requires the hired material to be delivered to a place other than that originally agreed, the Client shall be obliged to comply therewith. In that case, however, the Supplier shall reimburse the Client for the costs of such transport, insofar as they exceed those that would have been incurred had the material been transported to the originally agreed place.

5.3 If any transport of Products is provided or arranged by Supplier on the instructions of Client, Supplier shall not be liable to Client in any respect whatsoever for any errors made and/or damage caused by it or the carrier engaged by it.

5.4 Client undertakes to take care of obtaining any necessary permits from competent authorities if Products are to be transported on public roads.

5.5 The stated delivery times are only approximate and subject to unforeseen circumstances. Unless otherwise stated and/or agreed, the Supplier does not assume any obligation with regard to the delivery time and late delivery, for whatever reason, does not entitle the Client to compensation or to dissolution of the agreement.

5.6 If delivery cannot take place at the agreed time or within the agreed period, the Supplier is entitled to make partial deliveries and to a subsequent delivery period of three months. This period shall commence on the day of receipt of the Client's written notice of default, but not earlier than the day after the expiry of the agreed delivery date.

5.7 Supplier is entitled to deliver in parts (partial deliveries), which can be invoiced separately Client is then obliged to pay in accordance with the provisions of article 11 of these terms and conditions.

Article 6

Place and manner of delivery, purchase obligation

6.1 If the goods, regardless of the agreed mode of transport, are ready for acceptance by the Client and the Supplier has informed the Client thereof, the Client shall be obliged to accept delivery forthwith. Failure to meet this obligation gives the Supplier the right either to store the goods at the expense and risk of the Client or to keep them stored and to invoice the Client, without the possibility of refusing payment thereafter on account of the goods not yet having been accepted, or to dissolve the agreement without judicial intervention, without prejudice to the Supplier's right to compensation for damage and costs.

6.2 The Client shall be obliged to unload at the agreed place of delivery as soon as possible, which shall take place at the Client's expense and risk. In case of non-compliance with this obligation, the provisions under paragraph 1 shall apply accordingly.

Article 7

Advertising and warranty

7.1 Upon delivery of Products, these should be checked by Client for visible defects.

7.2 Complaints relating to visible defects shall only be accepted by Supplier insofar as it is demonstrated that those defects were caused by Supplier, if they are made in writing and directly to Supplier within two days after receipt or provision of Products. After that period, any defects shall be deemed to have been caused after delivery. Complaints with regard to non-visible defects may only be made directly to Supplier in writing, stating reasons, and shall only be accepted by Supplier if they are made within 8 (eight) working days after discovery, but no later than one year after delivery. After making a claim regarding a defect in the delivered Products, Products shall be kept ready for inspection by Client for a period of at least 10 working days. During this period, Products may not be used.

7.3 Filing a complaint does not suspend the Client's payment obligation in respect of the matters in dispute. Any legal claims must be brought under penalty of expiry no later than one year after timely notification of a complaint.

7.4 Quality requirements or quality standards of goods to be delivered by the Supplier must be explicitly agreed. Minor deviations and differences in quality, colour, size or finish that are customary in the sector or technically unavoidable shall not constitute grounds for lodging a complaint.

7.5 The Supplier's guarantee obligation does not extend beyond the explicitly made quality stipulations or explicitly agreed quality standards. The guarantee period for delivered goods is one year from the date of delivery.

7.6 After processing and/or redelivery of Products by or on behalf of Contractor, advertising is no longer possible.

7.7 Complaints about invoices must be made in writing and directly to Supplier within 8 (eight) working days of the invoice date.

7.8 After expiry of the said periods, Client shall be deemed to have irrevocably and unconditionally accepted the delivered goods or the invoice, respectively. Claims will then no longer be handled by the Supplier.

7.9 If the complaint is found by Supplier to be well-founded, Supplier shall within reasonable term make replacement Products available, such against surrender of the Products already received, or credit Client in full or in part for the Products concerned, such at Supplier's discretion, without Client in addition being able to claim any rights to any compensation whatsoever.

7.10 Submission of a complaint does not release the Client from his payment obligations towards the Supplier.

7.11 The Supplier's warranty, if any, does not apply if:

(a) and as long as the Client is in default vis-à-vis the Supplier ;

(b) the items have been exposed to abnormal conditions or have been handled carelessly or incompetently;

(c) the items have been stored for longer than normal and it is plausible that a loss of quality has occurred as a result;

(d) Supplier has not been given the opportunity to investigate a defect within ten working days of its discovery.

7.12 The Supplier does not guarantee and shall never be deemed to have guaranteed or to vouch for the suitability of the purchased item for the purpose for which the Client wishes to treat, process, have it used or have it used. Samples are provided by way of indication only.

7.13 Supplier does not guarantee the quality and other properties of used materials and their purchase is at Client's risk. Client has the right to inspect used materials before such materials are loaded for transport. After loading, no complaints are possible.

Article 8

Control

8.1 The weight and quality statements provided by or on behalf of Supplier are binding on Client with regard to the quantity and quality of Products delivered, unless Client proves that the statements provided by or on behalf of Supplier are incorrect.

Article 9

Retention of title

9.1 All goods delivered in this respect shall remain the exclusive property of Supplier until such time as Client has fulfilled all obligations - arising from or related to agreements under which Supplier has undertaken to deliver, including claims relating to penalties, interest and costs. Until such time, Client is obliged to keep the items delivered by Supplier separate from other items and clearly identified as Supplier's property and to properly insure and keep insured them.

9.2 As long as the above claims have not been paid, the client is not entitled to dispose of the relevant goods or to establish a lien or non-possessory pledge on the relevant goods.

9.3 In case the retention of title is destroyed due to processing, mixing, accession or otherwise, the Client is obliged to cooperate in the establishment of security rights over the Client's assets.

9.4 Supplier shall transfer ownership of the delivered goods to Client at the moment Client has fulfilled all its obligations towards Supplier as mentioned in paragraph 1 of this article, subject to pledge at Supplier's first request, for the benefit of other claims Supplier has on Client. The Client shall at the Supplier's first request cooperate in any actions required within that framework.

9.5 If, pursuant to paragraph 2, the Supplier claims the items subject to the retention of title as its property and, to that end, recovers these items or delivers them to a third longa manu, the Supplier's claim against the Client in respect of these items up to the total amount owed by the Client to the Supplier shall be reduced by the market value of the items thus recalled at the time of recapture.

9.6 The market value is in any case equal to the purchase price realised by the private or public sale of the recovered items to third parties, all this at the Supplier's discretion.

9.7 For the retrieved goods, the Client will receive a credit invoice from the Supplier which may be offset by the Client against the Supplier's outstanding claim.

Article 9a

Retention of title for delivery of goods to Germany

The following applies to deliveries of goods to Germany. Unlike the other clauses, this condition is subject to German law.

9a.1 All delivered goods shall remain the property of the Supplier (reserved goods) until all claims, in particular also the respective balance claims, to which the Supplier is entitled in the context of the business relationship have been settled. This shall also apply to future and contingent claims.

9a.2 If the Client intentionally breaches the contract, in particular if he is in default of payment of an amount exceeding 10% of the invoice amount for a period that is not merely insignificant. In case of more than 10% of the invoice amount during a period that is not merely insignificant, the Supplier has the right, without waiving any other right under the contract, to withdraw from the contract and demand the return of the reserved goods. After returning the reserved goods, the Supplier shall be entitled to sell them elsewhere. After deducting a reasonable amount for the cost of the sale, the proceeds of such sale shall be offset against the Client's obligations.

9a.3 The Client is obliged to insure the goods subject to retention of title at its own expense against fire, water and theft up to the value of the goods. If the goods subject to retention of title are seized by third parties, the Client is obliged to draw the Supplier's attention to its property and to notify the Supplier of the seizure in writing without delay.

9a.4 Handling and processing of the goods under reservation of title shall be carried out for the Vendor as manufacturer within the meaning of § 950 of the German Civil Code (BGB) without any obligation for the Vendor. The compensating products shall be deemed goods subject to retention of title within the meaning of § 9a.1.

9a.5 If the Client processes, combines or mixes goods subject to retention of title with other third-party goods, the Supplier shall be entitled to co-ownership in the new goods in the ratio of the invoice value of the goods subject to retention of title to the invoice value of the other goods used. If the Supplier's ownership lapses as a result of combining, mixing or processing, the Client shall transfer ownership of the goods to the Supplier.

9a.6 If the Supplier acquires ownership or a co-ownership share in the new item, it shall transfer its ownership or co-ownership share in the new item to the Client under the condition precedent of full payment of the purchase price.

9a.7 The Client may use the Reserved Goods only to resell the Reserved Goods in the ordinary course of business under its normal terms and conditions and for as long as it is not in default to the Seller, provided that the Client retains title and the claims arising from the resale are assigned to the Seller in accordance with Articles 9a.8 and 9a.9.

The Supplier shall not be entitled to dispose of the reserved goods in any other way. The use of the goods subject to reservation of title for the performance of contracts relating to works and services and contracts relating to works and materials, in particular the connection of the goods subject to reservation of title with the real estate of a third party, shall also be regarded as resale.

9a.8 The Client's claims arising from the resale of the goods subject to retention of title are hereby assigned to the Supplier who accepts them. They serve as security to the same extent as the goods subject to retention of title within the meaning of Article 9a.1.

9a.9 If the Client sells the goods subject to retention of title together with other goods, the claim from the resale shall be assigned to the supplier who accepts it in the ratio of the invoice value of the goods subject to retention of title to the invoice value of the other goods. In case of resale of goods in which the seller has co-ownership shares in accordance with Article 9a.5a part of the claim corresponding to his share in the co-ownership shall be assigned to the supplier who accepts it.

9a.10 The Supplier authorises the Client, to collect the claims assigned to it in its own name and for the account of the Supplier. If the Client does not properly fulfil its payment obligation, the Supplier shall be entitled to revoke the direct debit authorisation and enforce the receivables itself. If the Supplier revokes the direct debit authorisation, the Client is obliged to inform the debtors of the transfer of the receivables.

Article 10

Price/Price increase

10.1 The prices quoted by Supplier are exclusive of sales tax, additional levies/taxes.

10.2 If after the date of the agreement one or more cost price factors undergo an increase - even if this occurs as a result of foreseeable circumstances - the Supplier is entitled to increase the agreed price accordingly, without the Client being entitled to compensation or dissolution of the agreement.

Article 11

Payment

11.1 Additional costs due to changes in legislation, import duties, customs duties or other types of levies shall be borne by the Client, regardless of whether they occur before or after the conclusion of the agreement.

11.2 Client is obliged to give goods in payment on Supplier's demand. The value of these goods shall be determined according to market value. The value of the transferred goods shall be deducted from the Supplier's claim against the Client.

11.3 If payment has not been made within the aforementioned term, or if a (extra) judicial suspension of payment or bankruptcy or debt rescheduling arrangement has been applied for or has been pronounced, the Client shall be in default by operation of law and the Supplier shall be entitled to charge statutory interest on the outstanding amount from the due date without any further demand or notice of default.

11.4 All extrajudicial costs to be incurred to collect the debt, including the costs of calling in a legal adviser, shall be borne by the Client. The extrajudicial collection costs shall amount to at least 15% of the amount owed by the Client, with a minimum of € 250.

11.5 Payments made by the Client always serve firstly to settle all interest and costs due and secondly payable invoices that have been outstanding the longest, even if the Client states that the payment relates to a later invoice and finally to settle the Client sum and current interest.

Article 12

Termination of the agreement

12.1 Client shall be deemed to be in default by operation of law in the event Client:

(a) acts in breach of any provision of the agreement;

(b) is declared bankrupt, applies for a moratorium, has any attachment levied against it or becomes unable to fulfil its obligations in any other way, or ceases its business operations, or transfers its control to another party.

12.2 In a case as referred to in the previous paragraph, the Supplier has the right to immediately terminate the agreement in writing without notice of default or judicial intervention.

12.3 In the case referred to in paragraph 1, the Supplier shall also have the option, in addition to dissolution, to demand performance with damages from the Client or to suspend its obligations under the agreement without the Supplier being obliged to pay any damages or otherwise. Damages include lost profit, interest and costs.

12.4 The Supplier shall never be liable for any compensation on account of such dissolution.

12.5 The provisions of the preceding paragraphs are without prejudice to the right of the Supplier:

- to immediately claim full payment of demand full payment of what Client has become due under the agreement;
- all other rights of the Supplier in respect of default by the Client elsewhere provided for in these terms and conditions or agreement.
- All other rights to which the Supplier is entitled by or under the law.

Article 13

Intellectual property / confidentiality

13.1 The intellectual property rights to records provided by Supplier shall remain with Supplier. The documents concerned are exclusively intended for use by the Client and may not be reproduced, disclosed or brought to the notice of third parties without the prior written consent of the Supplier.

13.2 Both parties are obliged to keep confidential all confidential information obtained from each other or from other sources in the context of the Agreement. Information is considered confidential if it has been communicated by a party or arises from the nature of the information.

13.3 If no Agreement has been concluded between the parties, the Client is obliged to make available to the Supplier all documents that the Supplier has made available to him for the purpose of the offer, upon first request.

Article 14

Liability

14.1 Supplier is only liable for direct damage caused by a serious, attributable shortcoming of Supplier or Supplier Products, subject to the provisions of these terms and conditions.

14.2 The Supplier shall never be obliged to

compensate damage other than to persons or goods. Supplier's liability for indirect losses, including (but not limited to) consequential losses, loss of turnover/profit, missed savings and losses due to business interruption, is excluded.

14.3 Supplier shall never be liable for the consequences of the incorrectness of the data provided by or on behalf of the Client. Supplier shall never be liable for damage caused by improper and/or inexpert use of Supplier's Products by the Client.

14.4 Any liability is limited to the net invoice value of the delivered Products through which or in connection with which the damage was caused or related with a maximum of €200.000.

14.5 The Client shall indemnify the Supplier against third-party claims for damages related to the Products supplied by the Supplier or otherwise related to the agreement concluded between the Client and the Supplier.

Article 15

Force majeure

15.1 No Supplier shall be obliged to fulfil any obligation if prevented from doing so as a result of force majeure. The foregoing does not affect the obligation of the parties to try to prevent and avoid force majeure situations as much as possible.

15.2 In the event of force majeure, the Supplier is authorised without judicial intervention either to suspend the performance of the Agreement for a period not exceeding two months or to dissolve the Agreement immediately, without any obligation to pay compensation.

15.3 Force majeure includes, but is not limited to, changes in import duties, customs duties or other types of taxes, war, pandemic.

15.4 If the Supplier has already partially fulfilled its obligations when the force majeure occurs, or can only partially fulfil its obligations, it is entitled to separately invoice the part already performed or the part that can be performed.

Article 16

Dispute resolution, choice of forum

16.1 These general terms of delivery, the Agreement and all Agreements resulting from it shall be governed by Dutch law. Applicability of the Vienna Convention on the Uniform Rules for the International Sale of Goods is expressly excluded, as well as any existing or future international regulation on the sale of movable tangible property whose effect can be excluded by the parties.

16.2 All disputes arising between the parties as a result of these general terms of delivery, the Agreement or Agreements arising therefrom shall be settled by the competent court in Dordrecht, NL unless another court has jurisdiction under mandatory law.

Article 17

Language

17.1 Insofar as these General Terms of Sale and Delivery have also been drawn up in a language other than Dutch, the Dutch text shall always be decisive in the event of differences.

Article 18

Export restrictions

18.1 The Supplier and/or Lessor shall comply with all applicable European, American, United Nations and national sanctions and export restrictions that prohibit the sale of certain products and/or services to certain countries, companies and/or persons. Violation of these sanctions and export restrictions by the Buyer can never lead to any liability of the Supplier and/or Lessor.

Article 19

Resell

19.1 If the buyer or any of its affiliates resells goods in any manner, they undertake to comply strictly with all applicable sanctions and export restrictions established by the European Commission. Explicitly reselling the material to a sanctioned country is prohibited and constitutes a default under this agreement.

IN ADDITION TO PART I OF THE GENERAL TERMS AND CONDITIONS, THE FOLLOWING GENERAL TERMS AND CONDITIONS SHALL APPLY IN THE EVENT OF AN EQUIPMENT RENTAL AGREEMENT.

PART II RENTAL

Article 20

General obligations of parties

20.1 Lessor undertakes to assign to Tenant for hire the material specified on the order confirmation (hereinafter: leased material), just as Tenant undertakes to accept for hire the leased material from Lessor.

20.2 Tenant undertakes to pay the agreed rental price and all fees and costs arising from the rental agreement in good time and to return the rented material after termination of the rental, all subject to the provisions below.

20.3 If more than one (legal) person acts as Tenant, each Tenant shall be jointly and severally liable for the fulfilment of the obligations arising from the rental agreement.

Article 21

Rental time

21.1 The rental is entered into for a minimum period of eight weeks unless otherwise agreed.

21.2 The rental shall commence from the agreed time of delivery, or on the date that the rented material or a first part thereof, if desired, is made available to Tenant earlier.

21.3 The rental period ends upon the expiry of the agreed date, or, if later, on the date when the rented material has been fully returned to the Tenant, or after approval for repair has been granted regarding any damage and/or loss of weight. If the damage or loss is such that repair is not possible, the rental period ends as soon as the compensation for the damage has been received.

Article 22

Rent and other fees

22.1 The agreed rental price is exclusive of turnover tax. If after the date of offer one or more of the cost price factors undergoes an increase - even if this is due to foreseeable circumstances - the Lessor shall be entitled to increase the agreed rent accordingly. This shall include a change in levies, taxes, import duties, excise duties and exchange rates.

22.2 Lessor is nevertheless entitled at all times to adjust its rates annually on the basis of the consumer price index figure (CPI - all households) drawn up by the C.B.S. and applicable at that time, without this entitling Tenant to dissolve the Agreement.

22.3 If, for whatever reason, the rented material is not collected by Tenant at the agreed delivery time, or cannot be delivered to Tenant, the rent shall nevertheless be due with effect from the date specified in the agreement.

22.4 If the rented material is returned before the expiry of the agreed rental period, the rental price for the entire agreed rental period shall nevertheless be due.

22.5 Tenant is further liable to pay compensation in accordance with the rate per unit of weight stated in the agreement in respect of:

(a) loading and unloading costs on return

(b) return costs relating to crane use, cleaning, measuring and sorting,

(c) to the extent agreed and to the extent applicable:
- additional cleaning costs etc.;
- repair costs and weight loss;

(d) compensation for other damage or that which Tenant owes in respect of the agreement.

22.6 The rent must be paid within the agreed term. In case payment is not received by the agreed date, Tenant forfeits a penalty of 5% of the total due for each week that payment is not received.

Article 23

Liability

23.1 Without prejudice to the provisions of Article 14 of the General Terms and Conditions, Lessor shall not be liable to Tenant for:

(a) any damage, whether direct or indirect, due to defects in the leased equipment, of whatever nature, visible or invisible, and the consequences thereof;

(b) business or consequential loss which Tenant may suffer as a result of default or delay in delivery;

(c) damage as a result of advice given orally or in writing to Tenant by him or by employees of Lessor regarding the application of certain steel sheet piling and/or the method of installation of the sheet piling and/or the execution of works.

23.2 The Tenant shall be liable for all damage to or caused by the Leased Equipment however and by whomever caused, including all (consequential) damage as a result of delay and/or partial or non-partial stoppage of the Lessor's business, regardless of whether the Tenant could invoke force majeure.

23.3 The Tenant shall indemnify the Lessor against all claims for compensation for damage caused to third parties during the rental by the leased material when used, stored or transported.

Article 24

Force majeure

24.1 The Lessor shall not be liable to the Tenant if the Tenant's failure is caused by force majeure, which includes business breakdowns and strikes at the Lessor, non-performance by suppliers or carriers.

24.2 If the situation of force majeure, whether interrupted or not, has lasted longer than thirty days, the parties shall be entitled to cancel the agreement in writing. In that case, Tenant shall never be entitled to compensation for any loss. Lessor undertakes to notify Tenant of the occurrence of force majeure as soon as possible.

Article 25

Inspection and capacity

25.1 Lessor undertakes to make the leased material available in good condition. If nothing has been expressly agreed regarding the quality, the Tenant may only claim a quality in accordance with what is normal and customary in the rental of the materials concerned.

25.2 Tenant has the right to inspect the rented material or have it inspected at his expense before the start of the rental and/or during loading of the rented material.

25.3 In case of rejection, replacement material will be provided by Lessor if possible.

25.4 If the Tenant does not exercise the right of inspection, the rented material shall be deemed to have been delivered in good condition and in accordance with agreed dimensions, specifications and weight as indicated on the loading note supplied with the rented material.

Article 26

Tenant's maintenance and insurance obligations

26.1 During the rental, the rented material is for the Tenant's account and risk from loading for transport to unloading on return, unless otherwise agreed.

26.2 Tenant is obliged to return the rented material at the end of the rental in the same condition as Tenant received it from Lessor.

26.3 Tenant's obligation includes:

(a) maintain the rented equipment in proper and serviceable condition at his own expense;

(b) proper monitoring of the rented equipment, including outside working hours;

(c) not to overload the rented equipment in any way.

26.4 Lessor is authorised to inspect the rented material as long as any part of the rented material is in the Tenant's possession. If Lessor has not exercised this power, this shall not affect any claims for compensation.

26.5 Tenant undertakes to ensure full insurance of the rented material during the rental, including loading and unloading, against damage due to loss, theft and damage, including as a result of fire. This insurance shall also include third-party liability cover. On request, the Tenant shall be obliged to show the Lessor the insurance policy and receipts of premiums and to assign any claim against the insurer for payment as security to the Lessor.

Article 27

Third-party clause

27.1 Tenant declares to be aware and, to the extent necessary, to agree that the ownership of the Leased Object may (come to) be vested in a third party or that the Leased Object may be (or will be) pledged to a third party, as security for the payment of all that such third party has or may have to claim from the Lessor under rental and/or financial lease agreements or on any other account.

27.2 Notwithstanding the existence of the present lease, the Tenant shall surrender the Leased Object to the aforementioned third party upon first request, without the Tenant being able to invoke any right of retention, if and as soon as the third party shall demand surrender of the Leased Object on the grounds of non-compliance with the Lessor's obligations towards the third party. As a result of this claim, the present lease agreement shall be legally terminated with immediate effect. Delivery as aforementioned shall take place at the offices of the third party or at a location designated by that third party.

27.3 If the situation of sub 25.2 occurs and the third party would like to continue the Tenant's use of the Leased Premises, the Tenant shall be obliged to enter into a lease agreement with the third party at the third party's first request, for the remainder of the term of the present agreement on similar terms.

27.4 The parties entirely exclude the applicability of articles 7:226 and 7:227 of the Civil Code.The parties entirely exclude the applicability of articles 7:226 and 7:227 of the Civil Code.

27.5 The third-party clause contained in this article cannot be revoked either by Tenant or Lessor.

Article 28

Site of use/ground contamination

28.1 Tenant is only entitled to use the rented material at the agreed location(s).Lessor reserves the right to immediately declare the rental agreement terminated in writing if the material is moved to another location. In the event of dissolution, Lessor shall nevertheless have the option to enter into a new lease agreement with Tenant in respect of another location of the originally rented material.

28.2 Use of the rented material abroad is only permitted with Lessor's express prior written consent. All additional risks and costs arising from transport to and back as well as use abroad shall be borne by the Tenant.

28.3 Subject to Lessor's express prior written consent, Tenant is not entitled to use the rented material at locations where there is chemical - or otherwise contaminated or polluted soil and/or (ground) water.

28.4 Except with the express prior consent of Lessor, Tenant is not entitled to move the rented material from the agreed location.

28.5 If the rented material is used on chemically or otherwise polluted or contaminated soil and/or in (ground) water, Tenant shall be obliged to ensure complete cleaning of the rented material before its return. This obligation shall also apply if Tenant becomes aware of the contamination after commencement of the rental, or if this contamination is only discovered upon return of the rented material.

28.6 Furthermore, the Tenant shall be liable for all damage caused to or by the rented material as a result of contamination or contamination, in any case including extra cleaning costs, as well as costs of cleaning, removal or destruction of the contamination spread in the soil and or groundwater on the terrain on which the Lessor has stored the returned material, however and by whomever caused, including all (consequential) damage as a result of delay and/or partial or partial stoppage of the Lessor's or third parties' business, regardless of whether the Tenant could invoke force majeure.

Article 29

Return

29.1 Tenant is obliged to return the rented property in the same condition and shovel clean upon termination of the rental. After use on chemically or otherwise contaminated or polluted soil, the leased equipment must also be fully cleaned. The return must be accompanied by an itemised written submission from Tenant.

29.2 The Tenant undertakes to notify the Lessor of the return of the leased material at least 2 working days before

its return, whereby the Lessor shall indicate the place and time of return. If the Lessor fails to give such notice, the leased material must be returned to the Lessor's storage yard. The Lessor's acceptance of the leased material when it is returned by the Tenant shall not affect the Tenant's claims for damages.

Article 30

Recovery costs and weight loss

30.1 Damage to the rented equipment shall in any case include repair costs or weight loss.

30.2 For this purpose, repair costs means all costs of repair or restoration to be incurred by Lessor in order to restore the returned material to what Lessor considers to be a comparable condition, corresponding to the condition before the start of the lease.

30.3 In this context, weight loss means the difference between the weight of the rented material at the start of the rental and the weight, after any repairs, of the returned material at the end of the rental. The weight is determined by multiplying the total of the supplied plank lengths by the theoretical weight of the relevant profile expressed in kilograms per running metre of plank, as indicated in the most recent profile table issued by the Dutch importer and/or producer of the steel sheet piling concerned.

30.4 In case of damage to the rented equipment, the Tenant is obliged to report it to Lessor.

30.5 The Tenant shall be obliged to reimburse the Lessor for the repair costs on the basis of an itemised statement to be provided by the Lessor. The Tenant shall be obliged to compensate the Lessor for the weight loss to the Leased Material, including the weight loss arising as a result of repair, based on the then current price for new steel sheet piling profile steel. New value means the purchase price from the relevant importer in the Netherlands per unit weight of new steel sheet piling of the same profile or profiles and of the same make and of the same steel quality and length specification as the Leased Material.

Article 31

Transfer, rights

31.1 The Lessor remains the owner of the leased material. The Tenant shall be obliged to keep the items supplied by Lessor separate from other items and clearly identified as Lessor's property and to keep them properly insured and insured.

31.2 Tenant may not remove the registration number, insofar as it is affixed, which may indicate the Lessor's ownership rights in a manner recognisable to third parties.

31.3 The Tenant shall be obliged to declare to third parties, such as distraining creditors, the Tenant's ownership of the leased material as soon as there is a danger that a third party will regard the leased material as the Tenant's property. The Tenant undertakes in that case to inform the Lessor immediately.

31.4 Costs incurred to safeguard Lessor's rights against third parties shall be borne by Tenant.

31.5 Tenant is not entitled to grant third parties any right to the leased equipment, to sublet it or to transfer its rights arising from this lease, in whole or in part, to third parties, without Lessor's express prior written consent.

Article 32

Extrajudicial costs

32.1 In the event Lessor incurs judicial or extrajudicial costs to collect its claim against the Tenant, such costs shall be recovered from the Tenant. The minimum extrajudicial costs shall be deemed to be equal to 15% of the Lessor's total claim against the Tenant with a minimum of €250.