delivery of the Goods at the agreed date, RA shall charge storage costs.

5.9 Minor deviations of the delivered or leased Goods as to dimension, colour, capacity, form and packing shall never be a reason for the Other Party to cancel the order in full or in part, or to refuse payment in full or in part, or to claim damages.

5.10 The Other Party shall be held to check the delivered Goods or the packing immediately on receipt both as to quantity and to quality. This also applies in the situation referred to in paragraph 8 of this Clause. Any deficits or shortages will have to be notified to RA in accordance with the provisions set forth in Clause 13 of these General Conditions.

5.11 If also activities outside the factory of RA have been agreed, the Other Party shall see to it that the work can be commenced expeditiously, inter alia by making the workplace properly accessible for RA staff and the materials that have to be brought in. Furthermore the Other Party shall be held to provide the required power supply and proper lighting to carry out the work, if necessary to provide auxiliary machines and tools such as hoisting equipment and scaffolding, and to see to it that no activities of third parties obstruct or slow down the progress of RA work.

5.12 RA shall have the right to call in the assistance of third parties (subcontractors) to make a delivery.

5.13 If at the request of the Other Party performance takes place within a period shorter than was agreed, the extra costs connected thereto shall be for the charge of the Other Party. RA shall send a specification of those costs to the Other Party.

5.14 If the preparation for the provision of services (also) depends on data, instructions, documentation or materials, including scripts, texts, images, picture and sound carriers, etc. that are to be provided by the Other Party pursuant to the agreement, and the Other Party fails to perform its obligations in respect thereof in a timely manner, irrespective of the cause, the agreed dates and times shall if possible be changed accordingly. If a change is not possible or if a change leads to an excess of a fatal period, the Other Party shall have the right to cancel the agreement, and the provisions set forth in the Clauses 3.10 and 3.11 shall apply.

Clause 6 LEASE

6.1 Lease agreements shall also be governed by these General Conditions, unless expressly provided otherwise in this Clause.

6.2 Where in these General Conditions mention is made of "Other Party", this term shall as the occasion arises also include "Borrower".

6.3 In this Clause the term "Lender" shall mean: Rent-All Holding B.V. or one of its group companies. In this Clause the term "Borrower" shall mean: a (legal) person who rents equipment from the Lender or is otherwise provided with equipment from the Lender. In a similar manner as "the Other Party" mentioned in the other Clauses, the Borrower shall be subjected to all applicable Clauses of the General Conditions for delivery of Goods and provision of services. In this Clause the term "Equipment" shall mean: all (electric) equipment in the area of audio, video and lighting, as well as musical instruments and any other Goods that the Lender makes available for rental or other use, as well as all associated accessories, wiring, packing materials, etc.

6.4 The Borrower shall use the Equipment exclusively for the purpose for which the equipment has been manufactured. The Borrower shall treat the Equipment with all due care and shall provide a proper and safe storage place for the Equipment. The Borrower shall at all times give a person authorised by the Lender access to the buildings or premises where the Equipment is located, in order to inspect the condition of the Equipment.

6.5 The Borrower shall in case of theft or loss of or damage to the Equipment notify the Lender thereof immediately, by means of a detailed written report. The Borrower shall in case of theft or destruction report the same immediately to the police in the place where the theft or destruction took place, and shall provide a copy of the official record of the report to the Lender.

6.6 The Borrower shall not copy or disclose to third parties any data or information regarding the designs and/or the construction methods used by the Lender.

6.7 The Borrower shall not let the Equipment, give it in loan for use or otherwise make it available to third parties.

6.8 The Equipment shall be let for a period of at least one (1) day. The rental period shall start to run on the day that the Equipment leaves the warehouse of the Lender and shall end on the day that the Equipment returns in the warehouse of the Lender, unless agreed otherwise in writing.

6.9 The Equipment shall be transported for the risk and account of the Borrower, in the packing provided by the Lender.

6.10 The Borrower shall inspect whether the Equipment is handed over to him in a good condition. The Lender assumes that the Borrower has knowledge of the functioning and operation of the Equipment, and that the Equipment ordered by the Borrower is fit for the purpose for which the Equipment is rented.

6.11 The Equipment will have to be picked up by the Borrower at the warehouse of the Lender, and is to be returned there at the latest at the date that the agreed rental period ends, unless agreed otherwise in writing. By the sole fact of non-return at that date for whatever reason, or if the Equipment is damaged, the Borrower shall be in default without any reminder or notification of default being required. As then, the Borrower shall, without prejudice to his other obligations towards the Lender, be due to the Lender damages equal to the rent he should have paid for the number of days with which the agreed rental period has been exceeded, or the number of days it takes to repair the damage to the Equipment, increased with 50%, without prejudice to the entitlement of the Lender to full compensation of the damage suffered by it. The Borrower may derive no rights from this provision to demand any extension of the previously agreed rental period.

6.12 The Borrower shall be deemed to have taken note of and to have agreed with the rental rates of the Lender. Unless agreed otherwise, the Borrower shall pay the rental fees in cash before or at the start of the rental period. The Lender shall have the right to demand a security deposit from the Borrower and reserves the right to compensate due and payable rental fee instalments with the security deposit, as well as the costs of repairing and/or cleaning the rented Equipment.

6.13 The Lender has insured the Equipment. Within that framework the following shall apply:

a) An excess of EUR 5,000 per incident applies. In case of damage the Lender shall charge this excess to the Borrower.
b) The cover area of the insurance shall be Western Europe. In many cases a cover outside this cover area may be acquired by means of an additional insurance for the duration of the rental period, of which the premium and costs shall be charged to the Borrower.
c) Not insured shall be loss, theft without traces of forcible entry, and theft from a passenger car or truck that was left behind unattended.
d) Insurers of the policy shall in case of damage created by negligence have the right of recourse against the Borrower.
e) If the Equipment is exposed to a (possibly) higher risk for damage than at normal use and/or under normal circumstances, the Borrower shall be held to inform the Lender thereof in advance, and to assure whether the Lender in that case is prepared to let the Equipment, whether or not under cover of an additional insurance. The costs of an additional insurance shall be charged to the Borrower.
f) In case of loss, theft or damage, the Borrower shall act in accordance with the provisions set forth in Clause 6.5.
g) The Lender shall have the right to recover the damage to the Equipment from the Borrower, in so far as that damage is not covered by its insurer(s).

Clause 7 TESTING/COMPLAINTS PROCEDURE

7.1 Testing of the Goods to be delivered shall in general take place in the factory in accordance with standard procedures that are usual in view of the nature of the Goods. Testing of performed activities and/or provided services shall take place at the location where these have been carried out.

7.2 The Other Party shall only have the right to demand special testings or testings elsewhere if this has expressly been agreed.

7.3 RA shall see to it that the services to be provided by it will be carried out properly and meticulously, and that the Goods to be delivered by it will be of a sound quality.

7.4 Concerning the Equipment that is made available: If the provision of services regards the making available of technical equipment and this equipment does not operate or function properly, does not meet reasonable requirements as to quality or deviates from what has been agreed, RA shall without prejudice to the provisions set forth in paragraph 5 of this Clause and Clause 12 - to its discretion and at its own expense - look after an as soon as possible repair or replacement. Repair or replacement shall take place for the charge of the Other Party if RA demonstrates that incorrect and/or inexpert use or acts by the Other Party have made repair or replacement necessary. If repair or replacement is reasonably not possible within such a period that that which has been agreed with the Other Party can be realised, then RA, as well as the Other Party, shall have the right to dissolve the agreement in so far it has not been carried out yet, without interference of the courts. In the latter case the Other Party shall be entitled to compensation of demonstrable damage, this with due observance of the provisions set forth in Clause 10. Complaints with regard to technical equipment that has been made available shall only be handled if they have been submitted to RA at the latest 24 hours after the Equipment has been made available, or, if a defect is not visible on the outside, 24 hours after the defect was or could have been discovered, and in writing or orally and properly reasoned. Failing that, any entitlement to claim performance of the provisions set forth in paragraph 4 of this Clause shall lapse. Orally submitted complaints will have to be confirmed in writing at the latest within two days after the oral complaint.

7.5 Concerning staff that is made available: If the service concerns the making available of technical staff, RA shall ensure that the staff members that are made available and that are charged with operating the equipment are able to perform the tasks that are to be carried out. With respect to the staff members that are made available by RA, the rule applies that RA when making its choice will as much take into account the information provided by the Other Party to RA regarding the activities that have to be performed, as well as with the capacities and experience of the staff members who are candidates. RA shall be entirely free in that. If a staff member of RA that has been made available according to the Other Party reasonably does not meet the aforesaid requirements, RA shall within four hours after it has appeared that the relevant staff member is not suited inform RA thereof while stating its objections. RA shall in that case if possible - in case of availability of other staff members - replace the relevant staff member. Any extra travel and subsistence expenses caused thereby shall be for the charge of the Other Party.

7.6 Concerning the manufacture or handling of Goods: If the provided services regard the manufacture or handling of Goods, RA shall, in case of loss of or damage to the Goods that are being manufactured or handled, for its own account take care of repair or replacement of the Goods. If, however, the loss of or the damage to the Goods is the fault of the Other Party, the costs of repair or replacement shall be for the charge of the Other Party.

7.7 Concerning subcontracting: RA obliges itself to only allow subcontracting if the quality standards of RA are maintained. If RA has contracted out its obligations to provide services in full or in part, it shall towards the Other Party never be held to more than to which the third party to whom RA has contracted out, hereinafter in this paragraph referred to as: "the third party", is held towards RA. RA shall as much as possible promote that the third party will perform its obligations, and will if necessary - at the

discretion of RA - for its own account initiate legal proceedings against that third party. If RA is of the opinion that legal proceedings from a legal or financial perspective are not advisable, RA shall at a request of the Other Party to that effect transfer its rights towards the third party to the Other Party.

Clause 8 REPAIRS AND MAINTENANCE

8.1 The provisions set forth in the paragraphs 1 up to and including 11 of this Clause shall be intended for repairs and maintenance, in so far as not arising from the warranty provisions of RA.
8.2 RA shall be free to deny requests for repairs and/or maintenance.
8.3 If the Other Party in advance wishes to receive an estimate of the costs of the repairs that are to be carried out, RA shall provide that estimate to the best of its insight, without any obligation on our part, however, to carry out the repair for the estimated amount. RA shall never carry out a repair against an agreed fixed price.
8.4 If, after the repair commission has been provided, the actual costs excessively threaten to exceed the estimated costs or if the suspected costs are in no reasonable proportion to the actual value of the Good, RA shall, before carrying out any (further) repairs, consult with the Other Party. If this consultation for whatever reason has not taken place within a reasonable period of time, RA shall yet carry out the (further) repairs.
8.5 The Other Party shall be held to pay in cash the actual costs of the repairs to RA. The payment obligation shall arise at the moment that the Goods after having been repaired are available to the Other Party. RA shall have the right to demand (partial) payment in advance of the estimated repair costs.
8.6 Repaired Goods shall be available to the Other Party in RA's warehouse or factory, where the Other Party shall when picking up the Goods check whether the repair, within the limits of that which was (still) possible, has been carried out properly. To repairs no further warranty provisions apply, with exception of the usual warranty on added new components, in so far as these are no electronic components.
8.7 If, after a repair has been carried out, the Other Party does not pick up and pays the repaired Goods within 30 days, RA shall be free to convert the Goods into cash and to transfer the proceeds to the Other Party, after deduction of the costs of repair.
8.8 RA can only indicate the period within which a repair will be carried out approximately. The Other Party therefore has no right, in case of excess of that period, to refuse payment or to claim any damages.
8.9 Maintenance contracts can only be concluded with a detailed description of the maintenance activities, mutual obligations and warranty conditions (if any). This often regards repetitive activities against a fixed price, in which case RA is bound to the price agreement.
8.10 Replacing materials or Goods shall only then be made available to the Other Party if this has expressly been agreed in the instruction to perform the repair or maintenance work.
8.11 The Good(s) repaired or to be repaired shall be kept at RA for the risk of the Other Party.

Clause 9 TRANSPORTATION

9.1 If the Other Party RA without any further indication requests to send the Goods, the manner of sending and packing shall be determined by RA with all due care.
9.2 The transport of Goods shall always be for the risk and account of the Other Party, in packing provided by the Lender.
9.3 The Other Party shall during the entire rental period, therefore also during the transport of the rented Goods, bear the risk for loss of or damage to the equipment of the rented Goods. The Other Party shall be held to pack and load the rented Goods in accordance with the nature of the rented Goods and the manner of transport.

Clause 10 LIABILITY

10.1 RA shall exclusively be liable for direct damage suffered by the Other Party that may arise from agreements between RA and the Other Party pursuant to which RA delivers and/or leases one or more products to the Other Party, and/or performs one or more activities and/or provides one or more services, in so far as provided in these General Conditions.
10.2 With due observance of the provisions set forth elsewhere in these General Conditions, RA shall in any case not be liable for damage caused by inexpert use of the delivered Goods or by the use thereof for a another purpose than for which it is fit under objective criteria.
10.3 In case of an imputable failure in the performance of an agreement between RA and the Other Party on the basis of which RA delivers and/or leases one or more products to the Other Party and/or performs one or more specific activities and/or services, RA shall only be liable for replacement damages, meaning compensation of the value of the performance that was not carried out. Any liability of RA for any other form of damage is excluded, including additional damages of whatever form, compensation of indirect damage or consequential damage or damage due to loss of profits.
10.4 RA shall furthermore under no circumstances be liable for damage caused by any delays, for damage caused by excess of completion or delivery deadlines due to changed circumstances, and for damage as a result of rendering insufficient assistance or insufficient or defective information or materials by the Other Party.
10.5 The damages to be paid by RA due to any imputable failure in the performance of an agreement between RA and the Other Party on the basis of which RA delivers and/or leases one or more products to the Other Party and/or performs one or more specific activities and/or services, shall under no circumstances amount to more than 50% of the invoiceable and invoiced amounts on the basis of the agreement by RA to the Other Party (excluding VAT). If the relevant agreement is a continuing performance agreement, the damages shall under no circumstances amount to more than fifty percent (50%) of the invoiceable and invoiced amounts on the basis of the relevant partial agreement by RA to the Other Party excluding VAT. The damages because of an imputable failure in the performance shall under no circumstances amount to more than the price (exclusive of VAT) stipulated in the relevant agreement for the performances of RA in the period of three months preceding the default of RA. The amounts and prices referred to in this paragraph shall be reduced with credit notes stipulated by the Other Party and granted by RA.
10.6 In case of a tort of RA, or of its employees or subordinates for which RA can be held liable by right, RA shall only be liable for compensation of the damage in so far as that damage was caused by intent or gross negligence.
10.7 Liability of RA for damage because of tort otherwise than as referred to in the previous paragraph is herewith expressly excluded.
10.8 If and in so far as in spite of the provisions set forth in this Clause any liability should yet appear to rest on RA on any account whatsoever, this liability shall at all times be limited to the contract interest of the relevant agreement, or at any rate to the amount paid out by an insurance of RA.
10.9 Condition for the creation of any entitlement to damages shall always be that the Other Party after the creation thereof has reported the damage to RA in writing as quickly as reasonably possible. Any claim of the Other Party towards RA shall expire one (1) year after the termination and/or completion of the performance of the agreement to which the claim relates, save in the case that the fact on which the claim is based could not have been discovered within that period. In that case the relevant claim shall expire one year after the moment on which the relevant fact was or should have been discovered by the principal.
10.10 The Other Party guarantees to RA that the Other Party has permission of the copyright owner(s) to include parts on which a copyright of third parties rests in its product and allowing them to be recorded by RA on sound and/or image and/or information carriers.
10.11 The Other Party shall indemnify RA from and against any damage that RA may suffer as a result of claims of third parties that relate to the Goods delivered or services provided by RA, including: claims of third parties, employees of RA included, who in connection with the performance of the agreement suffer damage that arises from actions or omissions of the Other Party or of unsafe situations in its enterprise; claims of third parties that suffer loss resulting from any defects in products delivered or services provided by RA that were used, changed or delivered through by the Other Party, under addition of or in conjunction with own products or services of the Other Party, unless the Other Party proves that the defect is not the consequence of the use, change or redelivery as referred to hereinbefore; all claims of copyright owners arising from actions of RA within the framework of a commission of and/or an agreement with the Other Party.

Clause 11 OBLIGATIONS AND LIABILITY OF THE OTHER PARTY

11.1 General:
11.1.1 Subject to the prior written permission of RA the Other Party shall not be permitted to (have others) use its own staff and/or equipment, or staff and/or equipment called in from third parties, in or in combination with a facility made available by RA, if and in so far as these resources could also have been made available by RA and in so far as this making available is usual in that situation.
11.1.2 RA shall determine the manner of packing, transport, security and safekeeping of the technical equipment made available by RA. The Other Party shall be held to carry out the instructions given by RA in that respect. The Other Party shall be liable for any damage to the technical equipment made available by RA that has arisen as a result of an incorrect performance of instructions of RA.
11.2 Concerning (non) permitted use:
11.2.1 The Other Party shall be held to ask RA its prior written permission for each use that deviates from the normal circumstances under which the Goods/equipment that are to be made available and/or to be let, and which use leads or has led to destruction, loss or damage of Goods, nuisance, personal injury or death. If no permission has been asked or obtained, RA shall have the right at each moment it deems fit with immediate effect to suspend the (further) provision of the relevant service, until a use that is acceptable for RA has been guaranteed. RA shall also have this right if after the granted permission it appears in the concrete situation that the use still cannot be qualified as acceptable or proper.
11.2.2 RA may make the permission referred to in paragraph 2.1 of this Clause subject to the approval of the Other Party, with RA for the charge of the Other Party concluding an incidental (supplemental) insurance to the insurance against standard risks that has been concluded by RA.
11.2.3 RA shall at is own discretion be free to deny the permission referred to in paragraph 2.1 of this Clause. A refusal shall not give the Other Party any right to claim damages and/or dissolution of the agreement, reduction of the agreed compensation or any other measure.
11.2.4 Also after granted permission by RA exclusively the Other Party will remain responsible for the use of the relevant facility/facilities, and the Other Party will bear the risk in that respect. The Other Party shall both towards RA and towards third parties be liable for any loss, damage, nuisance, injury or death that is not covered by any insurance(s) in full or in part or in connection with a use as referred to in paragraph 2.1 of this Clause, and shall indemnify RA in respect thereof.
11.2.5 The permissions, denials and decisions referred to in the paragraphs 2.1, 2.2 and 2.3 of this Clause may be given or made respectively on behalf of RA by the official of RA who is present at the site, whether or not made available. If RA denies permission, this shall

be done in writing and while stating the reasons.

11.3 Concerning technical equipment:

11.3.1 The Other Party shall not be permitted to use the technical equipment made available and/or let by RA for another purpose than for which the relevant equipment was made available, to lease it to third parties, or to hand over the same for use, to pledge it or to encumber or alienate it otherwise. In case of violation of this prohibition, RA shall have the right to terminate the agreement forthwith in the interim without any notification of default or interference of the courts being required, and to take back the equipment that was made available. The Other Party for that purpose already now for then grants RA the right to access and enter its buildings and premises. The Other Party shall use the equipment while observing all due care, and shall return the same to RA at the end of the agreement in the same condition as it was when it was received from RA.

11.3.2 If third parties enforce rights in respect of technical equipment that has been made available and/or let, including levying a seizure, the Other Party shall be held to inform RA in writing of those claims forthwith.

11.4 Concerning technical staff:

11.4.1 The Other Party shall not have the right to let staff members that have been made available by RA perform other activities than for which they have been made available. The Other Party shall not have the right to let those staff members work on any other times and places than agreed.

11.4.2 The Other Party shall not have the right to make staff members that have been made available to it available to third parties.

11.4.3 The Other Party shall be held to abide with the collective labour agreement applying to the staff members that have been made available.

11.4.4 The Other Party shall be held to insure and keep insured its liability pursuant to the Articles 6:170 and 6:171 of the Netherlands Civil Code in respect of staff members that have been made available, this for the period that the relevant staff members have been made available by RA.

Clause 12 FORCE MAJEURE

12.1 In case of force majeure RA shall have the right without interference of the courts to suspend the performance of the agreement, or to consider the agreement dissolved in full or in part, without RA as a result being held to pay any damages.

12.2 For the purposes hereof the term "force majeure" shall mean: any circumstance as a result of which performance of the agreement reasonably can no longer be required from RA by the Other Party. Force majeure shall in any case include: war, danger of war, civil war, riots, floods, water damage, acts of war, fire, plant occupations, strikes, exclusions, excessive sickness absence of RA staff, transport problems, unforeseen technical complications, operational breakdowns at RA or at our suppliers, imputable failures in the performance by our suppliers, as well as government measures among which in any case import and export bans and quota restrictions.

12.3 If due to force majeure the delivery is delayed with more than three (3) months, the parties may conclude a settlement concerning the dissolution of the agreement, in any case holding a compensation of the costs incurred by RA.

12.4 If RA at the occurrence of a force majeure situation has already partially performed its obligations resulting from an agreement, RA shall have the right to invoice already carried out performances separately, whereas the Other Party shall be held to pay the relevant invoice as if it regarded a separate transaction.

Clause 13 COMPLAINTS

13.1 Without prejudice to the other provisions set forth in these General Conditions, complaints will have to be submitted to RA in writing within eight (8) days after delivery of Goods, or after activities and/or services have been performed.

13.2 If RA is of the opinion that the complaint is justified, RA shall exclusively be held to a free of charge repair or replacement of the defective (parts of) Goods or to improve the activities, without the Other Party being able to enforce any rights to any compensation. All replaced Goods shall be the property of RA. Defective Goods will have to be sent to RA immediately, carriage paid.

13.3 If invoices are handed over to the Other Party concurrently with the Goods, complaints concerning those invoices shall be notified to RA immediately. If invoices are sent, complaints concerning those invoices will within eight (8) days after the invoice date have to be submitted to RA in writing.

13.4 After expiry of the periods referred to in the paragraphs 1 and 3 of this Clause, the Other Party shall be deemed to have approved and accepted the performed activities and/or services, or the invoice. As then complaints shall no longer be handled. Submitting a complaint shall never release the Other Party from its payment obligations towards RA specified elsewhere in these General Conditions.

Clause 14 WARRANTY

14.1 Unless expressly agreed otherwise in writing, RA warrants that the activities and/or services performed by RA, as well as new Goods delivered by RA shall during a period of twelve (12) months be free from defects in material and workmanship.

14.2 RA guarantees that all new Goods delivered by RA, taken into account their nature, meet the normal requirements of usability, reliability and durability, and that the assembly and installation activities will be carried out in accordance with the requirements of proper workmanship and in accordance with the rules and regulations applying thereto. With respect to Goods that have not been manufactured by or for RA, the scope of the warranty shall be determined by the warranty of the relevant supplier(s).

14.3 Repairs outside the framework of this warranty shall be charged by RA.

14.4 All the warranty obligations of RA shall expire if the Goods are or have not been used in accordance with their intended use, or have been used in an inexpert way, if instructions for use have not been observed, if inexpert repairs have been carried out, if inexpert changes have been made or if numbers or seals have been tampered with or removed.

14.5 If it appears that the Other Party has wrongly invoked the warranty, all costs of investigations and additional costs shall be at his/her expense.

14.6 Complete warranty provisions shall exclusively apply within the Netherlands. Warranty provisions with regard to replacement and/or repair of equipment or components outside the Netherlands shall apply to the costs of replacement and/or repair up to at most the amount that would have been spent if they would have been performed in the Netherlands.

14.7 Contrary to the provisions set forth hereinbefore, the following provisions shall apply in respect of "occasion" Goods:

a) Occasion Goods shall be Goods that have been used as demonstration or showroom models or that have been used (for other purposes).

b) In respect of occasion goods exclusively a reasonable operation and functioning at the moment of delivery is guaranteed, and otherwise no liability is accepted.

Clause 15 RESERVATION OF OWNERSHIP

15.1 RA remains the owner of all Goods delivered to the Other Party until the purchase price for all those Goods has been paid in full. If RA within the framework of (sale) agreements for the Other Party performs activities and/or services that are to be paid for by the Other Party, the reservation of ownership shall apply until the Other Party has also paid claims related to these activities and/or services of RA in full. The reservation of ownership shall also apply to the claims that RA may obtain against the Other Party for any failure by the Other Party to perform one or more of its obligations towards RA.

15.2 As long as the ownership has not devolved on the Other Party, the Other Party shall not be permitted to pledge these Goods or grant any rights thereto to a third party.

15.3 On delivered Goods that have become the property of RA by payment and that are still in the possession of the Other Party, the Other Party obliges itself at the first request of RA to assist in (allowing others to) establish a right of pledge as referred to in Article 3:237 of the Netherlands Civil Code as a further security of claims, other than those referred to in Article 3:92 paragraph 2 of the Netherlands Civil Code, which RA may have against the Other Party for any cause.

15.4 The Other Party shall be held to keep safe the Goods delivered under a reservation of ownership with all due care and to mark it as recognizable property of RA.

15.5 The Other Party shall be held to insure the Goods for the duration of the reserved ownership period against fire, explosion and water damage, as well as against theft, and to surrender the policies of that insurance to RA at its first request for inspection purposes. All claims of the Other Party on the insurers of the Goods on account of the aforementioned insurance shall, as soon as RA requests the same, be pledged by the Other Party to RA in the manner specified in Article 3:239 of the Netherlands Civil Code, as an additional security of the claims of RA on the Other Party.

15.6 If the Other Party fails to perform its payment obligations towards RA, or if RA has good grounds to fear that the Other Party will so fail to perform its payment obligations, RA shall have the right to take back the Goods delivered under reservation of ownership.

15.7 After the Goods have been taken back, the Other Party shall be credited for the market value, to a maximum of the original purchase price, less the costs incurred by RA by and for the taking back of the Goods.

Clause 16 PAYMENT

16.1 Unless expressly agreed otherwise in writing, payment shall be made net in cash on delivery, without any discount or setoff. If RA expressly and in writing has agreed another payment than in cash with the Other Party, then payment shall be made net without any discount or setoff, by means of deposit or transfer on a bank or Postbank account mentioned on the invoice, within the period set by RA, but at the latest within 30 days after the invoice date. The currency date specified by the bank/giro shall be decisive and shall be considered to be the payment date.

16.2 Any payment of the Other Party shall primarily be applied for paying any interest due by him, as well as of the costs of collection incurred by RA, and shall after that be applied for paying the oldest outstanding claim, also if the Other Party states that the payment regards a later invoice.

16.3 In cases that the Other Party:

- is declared bankrupt, rejects an estate, submits a petition to be granted a suspension of payments, or if a seizure is levied on all or any part of his property;
- dies or is placed under trusteeship;
- fails to perform any obligation resting on him under the law or these General Conditions;
- fails to pay an invoice amount or any part thereof within the period set for that;
- ceases or transfers its business or an important part thereof, or modifies the objects of its company or enterprise;
- RA shall by the sole occurrence of one or more of the aforementioned circumstances have the right either to consider the agreement as having been dissolved, without any interference of the courts being required, or to suspend the (further) performance of the agreement, or to claim full payment of any amount due by the Other Party on the basis of services and/or activities performed and/or deliveries made by RA, immediately and without any warning or notification of

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default being required, without prejudice to the right of RA on compensation of costs, damages and interest.

16.4 RA shall at all times have the right to demand that the Other Party will provide an (additional) security for the performance of its obligations. Any failure by the Other Party to comply with a written reminder of RA shall give RA the right to claim payment of the (remaining) amount immediately or to declare the agreement dissolved with immediate effect without interference of the courts, without prejudice to the right of RA to claim damages.

16.5 If the Other Party is both debtor and creditor of RA (being Rent-All Holding B.V. or one of its group companies), RA shall have the right to set off its debt.

Clause 17 INTEREST AND COSTS

17.1 If payment has not taken place within the set period, the Other Party shall by right be in default, and as from the invoice date an interest shall be due of at least 1% per (part of a) month on the outstanding amount, also if a postponement of payment is agreed.

17.2 All judicial and extra-judicial costs to be incurred shall be for the charge of the Other Party, also in so far as these costs exceed that which on the basis of the statutory rules concerning costs of litigation would be due. The extra-judicial costs amount to at least 15% of the amount due by the Other Party, including the aforementioned interest and costs, with a minimum of EUR 250.--.

Clause 18 SERVICE/ADVICE

18.1 With respect to agreements to perform activities and/or to provide services, the project proposal/the project description (if drawn up) as agreed between the parties shall be decisive for the content and scope of the activities to be performed and/or services to be provided by RA.

18.2 Advice shall be given by RA to the best of its knowledge. RA shall, however, with due observance of the provisions set forth in Clause 10 of these General Conditions, accept no liability for (oral or written) advice, inter alia, without limitation, advice concerning third parties to be called in by the Other Party and/or materials/goods to be purchased.

18.3 RA's advice shall never release the customer or the principal from the duty to do own research of the Goods to be delivered as to their fitness for the intended purpose. The same shall apply to information regarding the composition of Goods and possibilities of application.

Clause 19 SECRECY

19.1 Without prejudice to the provisions set forth in these General Conditions, the parties shall be held, both during the term of an agreement and thereafter, to keep secret any confidential information that comes to their knowledge, and to refrain from disclosing and/or in any manner giving in use the same to third parties, and only to use it for the purpose for which it has been made available to them. Third parties shall also include all persons who work in the organisation of the parties who do not need to have knowledge of the information.

19.2 In these General Conditions the term "confidential information" means: all written, oral or in any other manner directly or indirectly provided information that has been marked as confidential and/or of which the Other Party knows or reasonably should understand that it is confidential, all product, marketing, customer and/or other company information that has been marked as confidential and/or of which the Other Party knows or reasonably should understand that it is confidential, irrespective of the manner in which it has been provided, all documentation, data, drawings, benchmark test(s) (data), specifications, object codes, source codes, production methods, technologies and/or other information that is related to software developed or to be developed by RA or by third parties called in by RA that has been marked as confidential and/or of which the principal knows or reasonably should understand that it is confidential, irrespective of the way in which it has been provided, and any copies in whatever form of the above.

19.3 The obligations of the Other Party shall not apply with respect to confidential information of which he can demonstrate that (i) it is generally known and/or accessible to the public, or (ii) was already known to him and not subject to any pledge of secrecy before it was supplied to him by RA.

Clause 20 GOVERNING LAW AND DISPUTES

20.1 All offers and agreements of RA, as well as the performance thereof by RA, shall exclusively be governed by Dutch law.

20.2 All disputes shall in the first instance be settled by the competent court of the place where RA has its registered office.

20.3 The provisions set forth in the preceding paragraph of this Clause shall not prejudice RA's right to submit a dispute for settlement to a court that is competent under the normal rules of jurisdiction.

Clause 21 AMENDMENTS OF OR SUPPLEMENTS TO THESE GENERAL CONDITIONS

21.1 RA shall at all times have the right to amend and/or supplement these General Conditions.

21.2 Amendments and/or supplements shall enter into force and effect after they have been notified to the Other Party and shall have no retroactive effect.

21.3 If any provision of these General Conditions appears to be invalid and/or loses its lawfulness, this shall not affect the other provisions of the General Conditions, and the parties shall be held as soon as possible to draw up a new provision of which the content and legal effect is as much as possible similar to the "old" provision.