

GENERAL RENTAL TERMS AND CONDITIONS

Article 1. Definitions

- 1.1 For the purposes of these General Terms and Conditions, the following definitions shall apply:
- "**Lessor**": Logisticon Verhuur BV or Logisticon Water Treatment BV (hereinafter Logisticon), which makes leased assets in its range available in a commercial capacity to third parties, including cleaning machines and installations;
 - "**Lessee**": means a natural or legal person with whom the Lessor enters into a lease agreement for a leased asset;
 - "**User**": means the person who has actual access to the device;
 - "**Parcel**": means movable or immovable property of which a part or combination thereof is used for the installation of the leased asset.

Article 2. Agreement entered into and applicable conditions

- 2.1 All offers from Logisticon are free of obligation, unless stated otherwise. Offers are always based on the information provided by the Lessee. If this information should prove to be inaccurate Logisticon is entitled to withdraw or amend its offer.
- 2.2 These terms and conditions apply to all requests, offers and agreements related to the rental properties provided by Logisticon.
- 2.3 A rental relationship shall only be established after an order confirmation has been provided by the Lessor or following written acceptance or upon implicit confirmation by the Lessor of implementation of the lease agreement without prior confirmation.
- 2.4 These rental terms and conditions and the general terms and conditions shall apply to work to be undertaken and the sale and delivery of products, including the contracting of work by Logisticon. The terms and conditions of the Client or deviations from these terms and conditions can only be invoked by the Client if such has been explicitly accepted by Logisticon in writing. Any conditions imposed by the Client are hereby expressly rejected.

Article 3. Lease term and provision

- 3.1 This lease agreement is concluded for a period of weeks or months, as specified in the agreement.
- 3.2 The lease shall commence at the agreed time, which is the time when the asset with all of its accessories is made available and it shall conclude at the end of the rental period, subject to extension. If the rented object is returned late a fee shall be charged for usage which is equal to the rent amount, without any prejudice to any obligation to pay compensation due to late returns.
- 3.3 Rental periods continue on Saturdays, Sundays, public holidays, periods of frost and legally recognised holidays and memorial days. The Lessee cannot return the leased object on a Saturday, Sunday or public holiday.
- 3.4 The Lessee is entitled to extend the lease agreement; such request must be made in writing to the Lessor at least four weeks prior to the end of the rental period.
- 3.5 The Lessee is obliged to check if the leased object is complete and in a proper working order immediately after delivery and/or operation. The Lessor shall inspect the leased object immediately after it is returned. If necessary a receiving report shall be prepared and a copy shall be provided to the Lessee, with a cost estimate.

Article 4. Property

- 4.1 The leased object shall remain the property of Lessor and the leased object shall not be moved, altered, removed, disposed of or encumbered by any other right, nor shall it be made available to a third party for use. In the event of bankruptcy or suspension of payment obligations the Lessee, or any form of seizure of the leased object, the Lessee shall immediately notify the third party of the property rights of the Lessor.
- 4.2 If the Lessee should fail to make the leased asset available to the Lessor before expiration of the lease term, compensation for damage shall become due equal to the amount due for the lease term plus the residual value of the leased asset.
- 4.3 The Lessor is entitled to sell the leased object in the interim or to encumber it with a corporate or personal right. The Lessor is entitled to transfer its rights and duties under the lease agreement in part or as a whole to a third party.

Article 5. Suspension, cancellation and force majeure

- 5.1. If the Lessee should fail to comply with any obligation under the agreement or in the event of bankruptcy or (provisional) suspension of payment obligations or with the application of a debt settlement arrangement, the Lessor shall be authorised, without having to serve any notice or judicial intervention, to suspend the implementation of this agreement in whole or in part, and/or to dissolve same without prejudice to the right to compensation as a result of non-compliance, suspension and/or termination. Furthermore, any claim under the title of the lease agreement shall become immediately payable by the Lessee.
- 5.2. In the event of force majeure, as a result of which the conditions that apply to normal implementation of this agreement should be hindered, including war, fire and other emergencies, unrest, loss of electricity, strikes, government measures, transport problems or failure on the part of third parties to fulfil their obligations towards the Lessor, the Lessor shall be entitled to terminate the lease agreement with immediate effect without having any recourse to compensation from the Lessee.
- 5.3. If the agreement has already been implemented in part at that time, the Lessor shall be entitled to require payment for the performance already delivered.

- 5.4. In the event of a force majeure that lasts longer than three consecutive months, the Lessee shall be entitled to terminate the agreement for the remaining period by sending a written statement to that effect to the Lessor.

Article 6. Maintenance and malfunctions

- 6.1 The Lessor is obliged to apply its best efforts to ensure that the leased object is in a good working condition in accordance with applicable standards. If necessary the Lessor shall correct any malfunctions at no expense to the Lessee, depending on the cause of the malfunction.
- 6.2 The Lessee shall inform the Lessor as soon as possible in the event of a malfunction or damage to the leased object, along with a detailed description of the malfunction or damage. The cost of maintenance and repairs following damage to the leased object are not included in the rent and shall be charged to the Lessee if:
- a. the leased object has been used in an inexpert manner or not in accordance with its purpose;
 - b. the Lessee failed to take appropriate measures to maintain the equipment and/or resolve the malfunction;
 - c. the malfunction or defect is the result of work undertaken by the Lessee or a third party on or around the leased object;
 - d. the malfunction followed after extensions or repairs were undertaken by a person that was not appointed by the Lessor.
- 6.3 In the event of a malfunction the Lessee shall provide free access to the leased object so that the required repairs can be undertaken, which shall be carried out between the 07:30 and 16:30. With the exception of special circumstances, repairs shall not be undertaken on Saturdays, Sundays or public holidays. Urgent malfunctions shall be corrected as soon as possible, unless this cannot reasonably be expected due to the nature of the malfunction.

Article 7. Maintenance obligations of the Lessee

- 7.1 The Lessee is obliged to ensure that the leased object is properly insured from the outset, which must be maintained through the entire lease period. Upon first request by the Lessor, the Lessee shall produce or submit the relevant policy document or other supporting evidence to the Lessor. In the event of incomplete insurance coverage, the Lessor is entitled to charge the Lessee for any deficit, depending on the cause of the emergency.
- 7.2 Any expenses related to parts of the rented object that need to be replaced or repaired, which is not the result of normal wear and tear during proper use, shall be borne by the Lessee.
- 7.3 The Lessee is obliged to provide individuals designated by the Lessor with access to the leased object and to allow them to inspect it. The Lessor is entitled to remove barriers following written notice of default. Costs associated with such a step shall be borne by the Lessee.
- 7.4 The Lessee undertakes to protect the leased object against overload and shall ensure that the leased object is operated and maintained in an expert manner. The Lessee is responsible for repairs required to maintain the leased object and also to avoid damage or defects (in consultation with the Lessor).
- 7.5 Finally, upon completion of the lease period, the Lessee is responsible for returning the object at his/her own expense in a complete and clean state, without any defects.
- 7.6 The Lessee is not authorised to alter the arrangement or appearance of the leased object without the prior approval of the Lessor, unless the change can be undone by the Lessee without any significant expense.

Article 8. Rent amount and payment

- 8.1 The rent amount due as stated in the lease agreement or in the offer from the Lessor based on current prices, tariffs, conditions and charges.
- 8.2 The quotation is valid ex works, exclusive of excise rates and import duties, VAT or any other tax levies. Packing costs and insurance are also not included in the price. Rent is also not included in the cost of mobilisation, installation, dismantling, transportation, maintenance, or operating materials, accessories, parts, filter media, chemicals, repairs and cleaning or the removal and disposal of residues or waste.
- 8.3 Any amounts due under the lease shall be charged by the Lessor in the form of an invoice. Invoices must be settled in full within 30 days from the date of the invoice, without any deduction or set-off. Complaints related to the object or a memorandum shall not relieve the Lessee from the obligation to settle an invoice.
- 8.4 If the Lessee should fail to settle the amount in full following a written reminder or otherwise be in default under the lease agreement, the Lessor shall be entitled to terminate the lease agreement in writing and with immediate effect and to remove the leased object or to have it removed on its behalf.
- 8.5 With effect from the date of default the Lessee shall be liable to pay statutory interest on the outstanding amount in favour of the Lessor, as well as compensation for any other expenses or damage, including costs related to legal recovery, which is set in advance to at least 15% of the amount due.

Article 9. Legal liability

- 9.1 The Lessor and its employees or agents shall be liable for any damage resulting from failure to adhere with the lease agreement in the event of intent or gross negligence. The liability of Logisticon, on any basis whatsoever, is limited per event to the amount paid out by the insurer of Logisticon for the relevant event. If the insurer should not provide any coverage for any reason whatsoever, liability shall be limited to 5% of the agreed net (assumed) price,

except in the event of intent or gross negligence. A sequence of events shall count as a single event.

- 9.2 For the remainder to the amount that the insurance company pays to the Lessee for damage.
- 9.3 Any damage must be reported to the Lessor as soon as possible, but at any rate no later than 15 days after the occurrence. Costs arising from late notification shall be borne by the Lessee. The Lessee is also liable for any damage to the leased object that cannot reasonably be attributable to the Lessor, including fire, vandalism or theft, regardless of whether these factors are covered by insurance.
- 9.4 The Lessor cannot be held liable for any claims submitted by third parties for non-compliance with safety rules and other instructions of the competent authorities, for example those contained in permits, approvals, waivers, exemptions, etc. The Lessor cannot be held liable for damages resulting from claims by third parties relating to the use of the leased object. The Lessee is indemnified by the Lessor from any claims submitted by third parties relating to the use of the leased object.
- 9.5 The Lessor can under no circumstances be held liable by the Lessee for the intended result of the (purification) process, for which purpose the Lessee uses the leased object, nor for production or capacity anomalies that are not exclusively attributable to the rented object, nor for safety, leaks, lack of permits or (excessive) emissions or residues.

Article 10: Safety and environmental regulations

- 10.1 The Client shall observe all requirements related to working conditions, safety and the environment, as well as any other regulations and instructions or directions, including those of Logisticon, that may be imposed by the government and relevant authorities resulting from the contract awarded to Logisticon.
- 10.2 The Client indemnifies Logisticon from any liability in the event of any breach by the Client or third parties of the obligations, legal and otherwise, as stated above.

Article 11. Confidentiality

- 11.1 The parties shall treat all information exchanged in the context of the lease agreement, including specifications and documentation, photographs and technical drawings, as strictly confidential and the parties undertake not to disclose such to third parties, unless this is necessary because of a legal obligation or court order, and in such case disclosure shall be limited to the appropriate information as required by the relevant third party/government institution.
- 11.2 If the parties should seek the assistance of a third party in the execution of the lease, this party shall be subject to the same confidentiality as applied to one another.

Article 12. Special provisions

- 12.1 With regards to reciprocal obligations under this lease, the administrative data as held by the Lessor shall be considered to be conclusive, unless proof can be provided by the Lessee to prove otherwise.
- 12.2 In the event of bankruptcy, receivership, liquidation or seizure by third parties on the leased object, the Lessor shall be entitled to return the rented object immediately without having to serve notice.
- 12.3 These terms and conditions may periodically be amended or supplemented by the Lessor. Any amendments shall come into force 30 days after the amendments are announced.
- 12.4 Any variation to these terms and conditions and/or the lease agreement shall only be considered binding when confirmed in writing by the Lessor. These terms and conditions are provided to Lessee, they are also available at the Lessor for inspection and can be provided free of charge upon request.

Article 13. Applicable law and dispute resolution

- 13.1 These terms and conditions are governed by Dutch law.
- 13.2 Any disputes arising from this rental agreement shall be adjudicated by the competent court in Rotterdam, unless the Parties should decide to subject the dispute to arbitration.

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Logisticon Verhuur b.v.
Energieweg 2, 2964 LE
PO Box 38, 2964 ZG
Groot-Ammers, the Netherlands
Tel. no.: +31 (0)184-608266
Fax no.: +31 (0)184-608280
www.logisticon.com