



GENERAL RENTAL TERMS AND CONDITIONS

Mountfield Collective BV – KASANAKI

Article 1 – Identity of the Lessor

Mountfield Collective BV
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Article 2 – Definitions

- **Lessor:** Mountfield Collective BV
- **Customer:** any natural person or legal entity acting in the course of a profession or business
- **Products:** all goods made available for rental by the Lessor
- **Agreement:** any agreement between the Lessor and the Customer
- **Rental Period:** the agreed period during which the Products are made available
- **Day:** calendar day

Article 3 – Applicability

1. These terms apply to all quotations, agreements and rental transactions.
2. Deviations are only valid if agreed in writing.
3. The Customer's terms are not applicable unless expressly accepted.
4. The Lessor may amend these terms; amendments are binding after notification.
5. These terms apply exclusively to B2B relationships.

Article 4 – Quotations and Agreements

1. All quotations are non-binding and valid for a limited time only.
2. An agreement is concluded after written confirmation or payment.
3. Obvious errors do not bind the Lessor.
4. Prices are excluding VAT and additional costs unless stated otherwise.
5. The Lessor may refuse orders without stating reasons.

Article 5 – Rental Period

1. The rental period starts upon collection by the Customer or delivery on site.
2. The rental period ends upon correct and complete return of the Products.
3. If Products are not returned on time, an additional rental period is automatically charged at a rate equal to 200% of the agreed daily price per additional day, without prejudice to the Lessor's right to claim additional damages.
4. Minimum rental periods may apply as agreed.

Article 6 – Delivery and Transport

1. Delivery takes place at the specified address or via collection.
2. Transport costs are borne by the Customer unless agreed otherwise.
3. Risk transfers upon delivery or collection.
4. Return transport is at the Customer's risk and expense.

Article 7 – Use of the Products

1. The Customer shall use the Products (including battery packs and power stations) with due care, in accordance with technical specifications and solely for the intended use.
2. It is prohibited to:
 - sub-rent Products or make them available to third parties;
 - open, dismantle or technically modify Products;
 - use Products in violation of safety instructions;
 - expose Products to extreme conditions such as rain, moisture, heat, frost or dust, unless expressly suitable for such conditions.
3. The Customer is responsible for correct use of cables, charging accessories and connections.
4. The Customer must charge and discharge the Products correctly according to the Lessor's instructions.
5. Damage as a result of improper use, incorrect charging, overcharging, deep discharge or use of non-approved accessories is entirely at the Customer's expense.

Article 8 – Risk and Liability During Rental

1. All risks (loss, theft, damage) are borne by the Customer from collection or delivery up to and including correct return.
2. The Customer is responsible for safe transport, use and storage.
3. In case of damage or defect, at least the repair cost will be charged.
4. In case of total loss, theft or irreparable damage, the full replacement value will be invoiced.
5. The Customer is liable for all damage caused by improper use of the Products, including consequential damage suffered by third parties.

Article 9 – Security Deposit

1. The Lessor may request a security deposit depending on the type of Product and rental value.
2. The deposit serves as security for:
 - damage or defects;
 - loss or theft;
 - late return;
 - outstanding invoices.
3. The deposit will be refunded after inspection of the Products, minus any applicable costs.

Article 10 – Inspection and Return

1. The Customer must return the Products complete, clean and in working condition.
2. Battery packs and power stations must be returned with a minimum charge level as agreed or as delivered.
3. If Products are returned empty or insufficiently charged, a fixed recharging fee of €50 per unit will be charged, unless agreed otherwise.
4. Missing accessories (cables, adapters, cases, etc.) will be charged separately.
5. The Lessor performs a technical inspection after return.
6. Any damage, wear beyond normal use or technical defects will be charged to the Customer.
7. Hidden damage may also be discovered after return and may still be invoiced.
8. Cleaning or repair costs may be charged to the Customer where applicable.

Article 11 – Payment

1. Invoices are payable within the stated term.
2. In case of late payment, interest of 8% per year is due.
3. In addition, a fixed compensation of 15% applies (minimum €50).
4. Complaints do not suspend payment obligations.

Article 12 – Liability

1. Liability is limited to the invoice value.
2. Only direct damage is eligible for compensation.
3. The Lessor is not liable for indirect damage.

Article 13 – Force Majeure

1. The Lessor is not liable in case of force majeure.
2. Obligations are suspended for the duration of the force majeure.

Article 14 – Intellectual Property

All rights remain the property of the Lessor or its partners.

Article 15 – Confidentiality

The parties shall treat confidential information as strictly confidential during the agreement and for up to 2 years thereafter.

Article 16 – Privacy

Personal data is processed in accordance with applicable legislation and our privacy policy.

Article 17 – Applicable Law

Belgian law applies. Disputes will be handled by the courts of Bruges.

Article 18 – Severability

If any provision is invalid, the remaining provisions remain valid.

Article 19 – Assignment

The Customer may not assign rights without consent. The Lessor may do so upon notification.

Article 20 – Final Provision

By entering into an agreement, the Customer declares to agree to these terms and conditions.

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