

1. DEFINITIONS

1.1. In the present general terms and conditions (hereinafter, the "GTC"), the following terms shall have the meanings set out below:

- a. **Customer:** any natural person or legal entity who is, or comes to be, in a contractual relationship of any nature whatsoever with THE POWERSHOP.
- b. **Representation:** if the Customer is a legal entity, the representative, managing director or delegated administrator declares himself personally responsible for all obligations entered into by the Customer, as well as personally guaranteeing all amounts which the Customer owes or shall owe to THE POWERSHOP on any grounds whatsoever.
- c. **THE POWERSHOP:** THE POWERSHOP, a private limited liability company under Belgian law, having its registered office at 3118 Rotselaar, Tremelobaan 34 and registered with the Crossroads Bank for Enterprises under number 0439.633.911.
- d. **Quotation:** any written price quotation prepared by THE POWERSHOP and provided to a prospective Customer, which shall constitute a non-committal and non-binding invitation to place an Order, unless expressly and unequivocally provided otherwise in the relevant quotation.
- e. **Order:** any written instruction, order or reservation addressed by a prospective Customer to THE POWERSHOP.
- f. **Agreement:** any contractual relationship between the Customer and THE POWERSHOP, which comes into existence as soon as THE POWERSHOP confirms the Order in writing or upon Commencement of performance of the Order by THE POWERSHOP, after or at the request of the Customer.
- g. **Commencement of performance:** any actual act performed by THE POWERSHOP in execution of an Order.
- h. **Rental Agreement:** the Agreement whereby THE POWERSHOP undertakes to provide the Customer with the use and enjoyment of the Goods for a certain period of time and whereby the Customer undertakes to pay the agreed price.
- i. **Force Majeure:** any circumstance that is external to and independent from the reasonable control of THE POWERSHOP and the occurrence and consequences of which could not reasonably have been foreseen by it, including, without limitation: (i) disruptions/interruption of the Website, telecommunications services and/or payment services that are external to and independent from the reasonable control of THE POWERSHOP and the occurrence and consequences of which could not reasonably have been foreseen by it; (ii) strikes, lock-outs or other labour disputes, including disputes affecting subcontractors and/or telecommunications/postal services; (iii) a material change in the legislation applicable to the products offered; (iv) the discontinuation or delay in the production of Goods by their manufacturer (where the manufacturer is not THE POWERSHOP).
- j. **Goods:** all products rented and supplied by THE POWERSHOP to the Customer, whether or not such products are to be installed or assembled.
- k. **Services:** the transport, delivery and installation services, as well as all other supporting activities offered and/or performed by THE POWERSHOP for the Customer in the context of the Agreement.
- l. **Business Days:** all days other than statutory public holidays, Sundays and Saturdays.

2. SCOPE OF APPLICATION

- 2.1. All Agreements concluded between the Customer and THE POWERSHOP shall be governed exclusively by the GTC of THE POWERSHOP, which the parties agree shall prevail over any terms and conditions of the Customer, even if such terms and conditions stipulate that they shall apply exclusively.
- 2.2. The GTC shall apply to (i) all quotations issued by THE POWERSHOP, regardless of whether an Agreement results

therefrom, and (ii) all Services performed by THE POWERSHOP in the context of the Agreement.

- 2.3. Any derogations from the present GTC shall only be valid insofar as they have been expressly accepted by THE POWERSHOP in writing and prior to the conclusion of the Agreement.
- 2.4. These GTC shall apply to all Quotations issued by and Rental Agreements concluded with THE POWERSHOP. They shall be communicated to the Customer together with the Quotation and shall also be made available upon first request.
- 2.5. By accepting the Quotation or upon Commencement of performance, the Customer acknowledges that he has had the opportunity to review these GTC beforehand and accepts their application.

3. COMMENCEMENT AND CANCELLATION OF THE AGREEMENT

- 3.1. An Agreement shall only come into existence following (i) written confirmation by THE POWERSHOP of the Order, or (ii) upon Commencement of performance of the Order, after or at the request of the Customer.
- 3.2. THE POWERSHOP reserves the right to refuse an Order or to impose additional conditions, without the Customer being entitled to any form of compensation. If the Order cannot be performed, or can only be partially performed, THE POWERSHOP shall inform the Customer thereof as soon as possible and may propose an alternative, without the Customer being entitled to any form of compensation.
- 3.3. Any amendments or additions to the Agreement requested by the Customer shall only be valid if they have been expressly confirmed in writing beforehand by THE POWERSHOP. Such amendments may affect the price and the anticipated delivery period.
- 3.4. By entering into an Agreement, the Customer declares that he has been sufficiently informed of all essential aspects thereof, including the price, the characteristics of the products, the delivery periods and the applicable GTC.

4. RENTAL PERIOD

- 4.1. The rental period shall commence on the agreed date and time and, more specifically:
 - a. If it has been agreed that the Customer shall collect the rented Goods from an agreed location: at the time the rented Goods are handed over by THE POWERSHOP to the Customer;
 - b. If it has been agreed that THE POWERSHOP shall arrange delivery of the rented Goods: at the time THE POWERSHOP has made the rented Goods available at the agreed location.
- 4.2. Unless agreed otherwise in writing, the rental period shall end on the agreed date and time and, more specifically:
 - a. If it has been agreed that the Customer shall return the rented Goods to an agreed location: at the time, during office hours, that the rented Goods are handed over by the Customer to THE POWERSHOP against issuance of a receipt;
 - b. If it has been agreed that THE POWERSHOP shall arrange collection of the rented Goods: following written notification by the Customer that the rented Goods are ready for collection, on the date specified in such notification, subject to the period referred to in Article 4.4;
 - c. Upon expiry of a return period imposed by THE POWERSHOP on the Customer in writing, on the last day of the aforementioned period at 5:00 p.m.
- 4.3. Where several rented Goods are included in the same Agreement, individual item(s) may also be reported ready for collection separately. Any associated delivery and collection costs per (additional) item shall be borne by the Customer. For the remaining rented Goods, the rental period shall continue until it is terminated in one of the manners described in Article 4.2.

5. ORDERING AND CANCELLATION

- 5.1. THE POWERSHOP offers the possibility to order Goods intended for rental in advance and in a timely manner. Upon entering into the Agreement, the time of availability, the duration of the rental period and the period to which the order relates shall be determined by mutual agreement between the parties and recorded in writing in the Agreement. The Customer acknowledges and accepts that

- the purpose of the order is to keep the Goods exclusively available to him during the agreed period.
- 5.2. If the Customer does not take delivery of the Goods at the agreed time and/or for the agreed period, irrespective of the reason, the Customer shall remain liable for payment of the full agreed rental price.
- 5.3. Without prejudice to Article 5.2, the Customer may cancel the order in writing before the agreed time at which the Goods are to be made available. If the Customer cancels less than one month before the commencement of the rental period, the Customer shall remain liable for payment of the full agreed rental price. If the Customer cancels more than one month before the commencement of the rental period, the Customer shall owe THE POWERSHOP a fixed cancellation fee equal to 30% of the agreed rental price.
- 5.4. The cancellation fees referred to in this Article are accepted by the Parties as reasonable and pre-estimated damages and shall not prejudice THE POWERSHOP's right, where the actual damage suffered is greater, to claim the excess in accordance with general law.
- 6. DELIVERY OR COLLECTION ON SITE**
- 6.1. Specified delivery periods shall be observed by THE POWERSHOP as far as possible, but shall always remain indicative and shall not be binding upon THE POWERSHOP, unless otherwise agreed in writing.
- 6.2. Delays caused by Force Majeure shall temporarily suspend the delivery obligation and shall not give rise to any right to compensation or cancellation.
- 6.3. If the anticipated delivery period is exceeded, thereby indisputably jeopardising the event, without any case of Force Majeure being involved, the Customer shall be entitled to terminate the Agreement free of charge or to obtain compensation by mutual agreement.
- 6.4. The Customer warrants that the delivery location is accessible to 10-tonne trucks and that loading/unloading can take place within 9 metres of the unloading location, and further that a duly authorised person is present to take receipt of the Goods. If this proves not to be possible on site, THE POWERSHOP may deploy additional resources or postpone the delivery. All costs and waiting times resulting therefrom shall be borne entirely by the Customer.
- 6.5. The delivery, or collection on site, of rented Goods shall be scheduled by mutual agreement.
- 6.6. The Customer is obliged to inspect the Goods immediately upon delivery, or collection on site, for visible defects, damage, shortages or errors. If the Customer has a complaint regarding visible defects, he must notify THE POWERSHOP thereof upon taking receipt of the Goods, failing which he shall forfeit any right(s) of action. In the absence thereof, the Goods shall be deemed accepted and definitively delivered.
- 7. RETURN**
- 7.1. Upon expiry of the rental period, the Customer shall be under an obligation to return the rented Goods at the agreed time and in the same condition as upon delivery.
- a. If this is not the case, THE POWERSHOP shall be entitled to charge compensation with a minimum amount equal to the daily rental rate increased by 25%, without prejudice to THE POWERSHOP's right to prove its actual loss by all means available at law and to claim the excess additionally from the Customer.
- b. If cables are damaged during the rental period, THE POWERSHOP shall be entitled to charge the Customer the sale price of a new cable.
- 7.2. The Customer warrants that, where the rented Goods are collected by THE POWERSHOP, a duly authorised person shall be present for the return of the rented Goods. If no person is present at the time of collection, THE POWERSHOP shall nevertheless be entitled to recover the rented Goods. If collection is thereby rendered impossible, THE POWERSHOP shall be entitled to postpone the collection and present itself again at a later time. All related costs, including additional transport, waiting time and administrative costs, shall be borne entirely by the Customer.
- 7.3. The rented Goods must be made available in a sorted and orderly manner, on the ground floor and ready for transport. If the rented Goods are not ready for collection in accordance with these obligations, THE POWERSHOP shall be entitled to charge additional costs, including labour and/or waiting time costs, in the amount of [X EUR/hour] on a time and materials basis, in full to the Customer.
- 7.4. The rented Goods shall be inspected after their return at the business premises of THE POWERSHOP. The mere removal of the rented Goods by THE POWERSHOP shall not be regarded as an inspection and/or acceptance of the condition of the returned Goods.
- 7.5. If damage to the rented Goods is established during the inspection, THE POWERSHOP shall notify the Customer thereof in writing, together with the necessary photographic evidence, within 5 Business Days. Upon expiry of this period, THE POWERSHOP shall be entitled to proceed with repair or replacement. All resulting costs, including any repair, replacement and loss-of-use costs (or the agreed excess/deductible), shall be charged in full to the Customer.
- 8. OWNERSHIP AND TRANSFER OF RISK**
- 8.1. All rented Goods shall remain the property of THE POWERSHOP at all times, regardless of the duration of the Agreement. The risk of loss, theft or damage to the Goods shall, however, pass to the Customer from the moment of physical receipt of the Goods.
- 8.2. Failure to return rented Goods on time shall not result in a transfer of ownership and shall not constitute an extension of the Agreement, without prejudice to the fact that the full risk relating to such rented Goods shall remain with the Customer.
- 8.3. The Customer shall not be entitled, except with the prior written consent of THE POWERSHOP, to dispose of, pledge or otherwise encumber the rented Goods for the benefit of third parties. The Customer shall immediately notify THE POWERSHOP in writing of any attachment, any claim by third parties or any threatened attachment affecting (part of) the rented Goods and shall, upon first request by THE POWERSHOP, disclose the location of the relevant rented Goods. In the event of attachment, (temporary) suspension of payments, judicial reorganization or bankruptcy of the Customer, the Customer shall immediately inform the attaching bailiff, administrator or trustee in bankruptcy of THE POWERSHOP's ownership rights.
- 9. OTHER OBLIGATIONS AND LIABILITIES OF THE CUSTOMER**
- 9.1. The Customer, its personnel and/or any other persons who, on behalf of and/or under the responsibility of the Customer, use, handle and maintain the rented Goods, shall do so in accordance with the instructions of THE POWERSHOP and as may reasonably be expected from a prudent and reasonable person placed in the same circumstances.
- 9.2. Where applicable, the Customer shall ensure that it has obtained all required permits, authorizations and approvals no later than 2 Business Days prior to the delivery of the rented Goods. The Customer shall be solely responsible for all charges, taxes, levies and fines resulting from the absence of, or failure to obtain in a timely manner, such permits, authorizations and approvals.
- 10. DAMAGE, LOSS AND LIABILITY**
- 10.1. The Customer shall be obliged to report to THE POWERSHOP in writing any damage to the rented Goods arising during the period in which such Goods are under its responsibility, as well as the loss or theft of (part of) the rented Goods, immediately upon discovery and, in any event, no later than 2 Business Days after the occurrence or establishment thereof.
- 10.2. During the rental period, the Customer shall be fully liable for any mechanical or electrical damage, loss or theft, misuse, poor maintenance or overloading, including where the cause cannot be precisely determined and where the rented Goods have been sublet by the Customer. All resulting costs and waiting times shall be borne entirely by the Customer. The Customer shall furthermore be obliged to compensate the lost or stolen rented Goods at the value such rented Goods had at the time of the loss or theft. The

- amounts thus due shall be paid to THE POWERSHOP no later than 5 Business Days following written notification.
- 10.3. In the event of theft of the rented Goods, the Customer shall be obliged to report the theft immediately to the competent police authorities. A copy of the police report, or the police report itself, shall be provided to THE POWERSHOP without delay. By way of derogation from Article 4.2, in the event of theft, the date of the police report shall be deemed the actual end date of the rental period.
- 10.4. If and insofar as an expert assessment is required in order to determine the extent of the damage to the rented Goods, the Customer shall bear the costs of such assessment, without prejudice to THE POWERSHOP's right to recover additional damage or costs in accordance with the GTC.
- 10.5. For the application of the provisions of this Article, it shall not be required that the Customer has committed any fault, negligence or wrongdoing. The Customer shall bear the full risk and shall remain fully responsible for any damage to, loss of or theft of the rented Goods throughout the entire period during which such Goods are under its responsibility.
- 11. LIABILITY OF THE POWERSHOP**
- 11.1. The liability of THE POWERSHOP shall be expressly limited to direct damage resulting from wilful misconduct or gross negligence on its part.
- 11.2. The liability of THE POWERSHOP shall be limited to the invoice amount, unless and to the extent that a higher amount is paid out under its liability insurance policy.
- 11.3. THE POWERSHOP shall not be liable for any non-performance or delayed performance of its obligations if this results from a case of Force Majeure. In the event of Force Majeure, THE POWERSHOP shall inform the Customer without delay and discuss reasonable measures together with the Customer.
- 11.4. THE POWERSHOP shall not be liable for damage arising from improper use of the Goods, failure to comply with instructions and recommendations, or modifications made by the Customer or third parties without the consent of THE POWERSHOP.
- 11.5. THE POWERSHOP shall never be liable for indirect damage, including but not limited to consequential loss, loss of profit, loss of savings or damage suffered by third parties.
- 12. PRICE AND PAYMENT**
- A. GENERAL**
- 12.1. The price shall be the price stated on the invoice. The stated prices shall be expressed in euros (EUR) and shall always be exclusive of VAT for Customer legal entities and inclusive of VAT for Customer Consumers.
- 12.2. Payment may be made using the available payment methods. THE POWERSHOP may expand or restrict these payment methods in the future and shall take all reasonable measures to ensure the security of transactions.
- B. PRICE**
- 12.3. The rental price shall be the price as determined in the Quotation.
- 12.4. In the case of rental for a period exceeding a minimum of 4 weeks, the rental fee shall be paid to THE POWERSHOP in advance every 4 weeks. A security deposit may be required from the Customer as security for any damage and/or repair costs. Where applicable, the security deposit shall be stated in the Quotation. The security deposit may not be regarded by the Customer as an advance payment of the rental amount due and shall be refunded once it has been established that the Customer has fulfilled all of its obligations.
- 12.5. All rental prices shall always be exclusive of transport costs.
- 12.6. The prices stated in the Quotation are based on the fuel prices applicable at the time the Quotation is prepared. In the event of an increase in fuel prices between the date of the Quotation and the performance of the Agreement, THE POWERSHOP reserves the right to charge the resulting additional cost to the Customer. This shall apply both to transport costs and to fuel contained in or supplied with the rented Goods.
- C. ADVANCE PAYMENT**
- 12.7. Unless otherwise agreed in writing, THE POWERSHOP may require an advance payment of 10% of the agreed rental price upon ordering. An additional payment of 30% of the agreed rental price shall be paid by the Customer before the actual delivery or collection on site of the Goods. At the commencement of the event, the Customer shall again pay 30% of the agreed rental price. The remaining balance of 30% shall be payable after return of the Goods. Where applicable, the order shall only be definitively executed after receipt of the agreed advance payment. Furthermore, THE POWERSHOP reserves the right to suspend delivery or collection on site of the Goods if the additional advance payments are not paid by the Customer in a timely manner.
- D. NON-PAYMENT**
- 12.8. If the Customer legal entity fails to comply with its payment obligation in accordance with this Article, THE POWERSHOP shall be legally entitled, without prior notice of default to the Customer legal entity, to charge on the outstanding balance, from the expiry date of the invoice:
- contractual default interest at the rate of 12% per annum until the date of full payment;
 - a fixed compensation amount equal to 10% of the invoice amount remaining unpaid, provided that such amount shall not be less than 250,00 EUR;
 - immediate payment of the balance of all other invoices issued in the name of the Customer legal entity, including those not yet due at that time.
- 12.9. If the Customer Consumer fails to comply with its payment obligation in accordance with this Article, THE POWERSHOP shall send a free notice of default in the form of a first reminder. If full payment is not made within 14 calendar days following the aforementioned notice of default (whereby this period shall commence on the third Business Day after dispatch, or on the first day after dispatch in the case of an electronic notice of default), the Customer Consumer shall owe:
- default interest at the reference interest rate increased by eight (8) percentage points in accordance with Article 5, paragraph 2 of the Act of 2 August 2002 on combating late payment in commercial transactions, calculated on the amount still outstanding;
 - a fixed compensation amount calculated as follows:
 - 20,00 EUR where the outstanding balance is up to and including 150,00 EUR;
 - 30,00 EUR + 10% of the amount due on the tranche between 150,01 EUR and 500,00 EUR where the outstanding balance is between 150,01 EUR and 500,00 EUR;
 - 65,00 EUR + 5% of the amount due exceeding 500,00 EUR where the outstanding balance exceeds 500,00 EUR (with a maximum of 2.000,00 EUR).
- 12.10. The non-payment of a single invoice or outstanding balance shall render all other outstanding amounts immediately and fully due and payable. In such event, THE POWERSHOP shall also be entitled to suspend its performance until the date of full payment in accordance with Article 14. All judicial and extrajudicial recovery costs shall be borne by the Customer.
- 13. PRICE CHANGES, ADDITIONAL WORK AND REDUCED WORK**
- 13.1. Costs arising because the Customer fails to enable the performance or progress of the Agreement (e.g. by failing to provide correct information in a timely manner, failing to provide the necessary access or delivery facilities, etc.) shall be borne entirely by the Customer.
- 13.2. Additional work and/or reduced work shall always be settled fairly on a time and materials basis at EUR 65.00 per hour.
- Additional work shall mean all activities, deliveries or services not included in the original Agreement and performed at the request of the Customer.
 - Reduced work shall mean the part of the Agreement that is not performed with the consent of both parties.
- 14. SUSPENSION AND TERMINATION**
- 14.1. If performance of the Agreement must be suspended or cannot commence as planned for reasons attributable to the Customer, THE POWERSHOP may suspend performance of the Agreement for as long as such impediment(s) continue and all resulting costs (such as waiting hours,

- storage and parking costs, etc.) shall be charged to the Customer.
- 14.2. THE POWERSHOP shall be entitled to terminate the Agreement with immediate effect, without prior judicial intervention or notice of default and without any right of the Customer to compensation, at the Customer's expense if: (i) the Customer fails to perform its essential obligations under the Agreement, including but not limited to failure to comply with the payment obligation set out in Article 12; (ii) the Customer is involved in or becomes subject to a debt mediation procedure, judicial reorganisation, bankruptcy or any similar procedure; (iii) attachment is levied against (part of) the Customer's assets; or (iv) the Customer manifestly proves to be or has become insolvent.
- 14.3. In all cases where the Agreement is terminated at the Customer's expense, the Customer acknowledges that it shall be obliged: (i) within 8 calendar days following notification by THE POWERSHOP that the Agreement has been terminated, to pay a termination fee, fixed at 30% of (the balance of) the value of the Goods, without prejudice to THE POWERSHOP's right to prove its actual loss by all means available at law and to claim the excess additionally from the Customer; and (ii) to return the rented Goods within no later than 5 Business Days.
- 15. PROTECTION OF PERSONAL DATA**
- 15.1. THE POWERSHOP shall process the Customer's personal data with the utmost care and shall at all times treat such data as confidential information. The data shall be used exclusively for purposes necessary for the performance and administrative processing of the order, delivery, invoicing, accounting and the answering of Customer inquiries.
- 15.2. Personal data may, insofar as necessary for the proper performance of the Agreement or compliance with legal obligations, be communicated to third parties (such as suppliers, transport services and others). In all cases, processing shall take place in accordance with the applicable privacy legislation, including the General Data Protection Regulation (GDPR).
- 15.3. The Customer shall have the right to request access to, inspect, rectify, amend or, where legally permitted, erase its personal data. Requests to that effect may be addressed to THE POWERSHOP.
- 16. COMPLAINTS PROCEDURE**
- 16.1. The Customer shall submit complaints regarding the Goods and/or Services to THE POWERSHOP in writing, as soon as possible, fully and clearly described.
- 16.2. Complaints submitted to THE POWERSHOP shall be answered within a period of 5 Business Days following receipt. If a complaint requires a foreseeably longer processing period, the Customer shall receive, within 10 Business Days, an acknowledgement of receipt indicating when a more detailed response may be expected.
- 16.3. The Customer shall provide THE POWERSHOP with the opportunity to investigate the complaint and verify the alleged defects or damage. The Customer shall also provide all reasonable cooperation with any repair or replacement, where applicable.
- 17. APPLICABLE LAW AND COMPETENT COURTS**
- 17.1. The contractual relationship between THE POWERSHOP and the Customer, to which these GTC apply, shall be governed exclusively by Belgian law.
- 17.2. Any dispute concerning the formation, performance or interpretation of the Agreement that is not resolved amicably shall fall within:
- a. If the Customer is a Consumer: the exclusive jurisdiction of the courts as determined pursuant to Article 624 of the Belgian Judicial Code.
 - b. If the Customer is a legal entity: the exclusive jurisdiction of the courts of the registered office of THE POWERSHOP.

Each page initialled and the document signed below by the Customer, preceded by the handwritten statement: "read and approved"

Customer:
Name:
Position:
Date: