

## **RENTAL AND SALES TERMS & CONDITIONS**

- 1. Representation. If the lessee is an association or company, the representative, manager, or authorized agent declares themselves personally responsible for all obligations arising from the agreement. They personally guarantee all amounts owed by the organization now and in the future to the lessor.
- 2. Responsibility of the Lessee. The lessee is fully responsible during the rental period for any mechanical or electrical damage, loss, theft, misuse, poor maintenance, overload, or improper use of the equipment, even if the exact cause cannot be determined. In such cases, repair costs and compensation for downtime will be fully charged to the lessee. In cases of theft or complete loss of the rented equipment, the lessee is obligated to reimburse the full value, in addition to the agreed rental price. The lessor is not liable for any damage compensation if the lessee believes the equipment was defective unless it is proven and accepted in writing by the lessor.
- 3. Damaged cables (e.g. broken connectors) will be invoiced at the price of a new cable.
- 4. Lessee declares to have received the rented equipment in good condition and to use it as a responsible caretaker.
- 5. Returned materials must be in the same packaging and condition as delivered. If not, a cleaning or damage fee will be charged with a minimum of €24.79 excluding VAT.
- 6. Access and transport. If the equipment must be delivered with a truck of 10 tons or more and the location is not accessible, additional unloading or transport costs are at the lessee's expense.
- 7. All orders are subject exclusively to these terms and conditions, excluding any of the client's own terms.
- 8. All offers are non-binding. The agreement is only valid after written confirmation or the start of execution.
- 9. Our invoices are payable on the due date mentioned. If unpaid, they will be increased without notice of default by a flat-rate compensation of 10% with a minimum of €49.58, and 1% interest per month from the due date. All goods remain the property of The Powershop until full payment is made.
- 10. Our warranty is limited to replacement of the material, or refund of the price if replacement is not possible.
- 11. Cancellations must be made in writing. If accepted by us in writing, a flat cancellation fee of 25% of the agreed amount will be charged.
- 12. All disputes regarding the validity, interpretation or performance of this agreement are governed by Belgian law and subject to the exclusive jurisdiction of the courts where our company is headquartered.

13. Deviations from these terms and conditions are only valid with written consent from The Powershop.

Rental of Small Generators (≤ 7 kVA)

Small generators ( $\leq$  7 kVA) must be picked up and returned by the client at The Powershop. In case of technical issues, the client must notify The Powershop by phone and return the unit for inspection.

The Powershop will deliver a replacement unit at no extra cost if the issue was not caused by the

All costs due to misuse or failure to return the generator in the same condition will be charged to the client.