

Eco Ketelservice Verhuur bv

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**GENERAL LEASE CONDITIONS OF
ECO KETELSERVICE VERHUUR BV
TILBURG, HOLLAND**

1. **Definitions**

Lessor: Eco Ketelservice Verhuur bv Tilburg / Eco Steam Rental Solutions.

Lessee: the party, which has entered into a lease agreement with the Lessor.

Leased object: the installation and accessories as described in the offer/order confirmation of the Lessor.

2. **General**

- 2.1 In the event of a contradiction between the offer/order confirmation of the Lessor and these general conditions, the text of the offer/order confirmation of the Lessor shall prevail.
- 2.2 Besides the general lease conditions, the "METAALUNIEVOORWAARDEN" in the version as valid at the time at which the lease agreement was entered into, shall apply. In the event of any contradictions between the above conditions and these general lease conditions the latter shall prevail. The order in which the conditions apply shall be: first the offer/order confirmation of the Lessor, then these general lease conditions and finally the "Metaalunievoorwaarden".
- 2.3 The Leased object may only be used for its intended purpose and in accordance with the instructions for use, which shall be handed over to the Lessee on first operation.
- 2.4 All connections shall be made by or for the Lessee, and at Lessee's own risk and for his own account. The Leased object shall not be put into operation until all connections have been completed.
- 2.5 The Lessee declares to have received the Leased object in good condition at the moment of first operation. The Lessee shall be under the obligation to keep the Leased object in a good state of repair, and to return the Leased object to the Lessor after the end of the lease agreement in the same condition.
- 2.6 The Lessor is to be notified forthwith and in writing (by fax or e-mail) of any complaints about the operation of and/or the installation itself after the Leased object has been put into operation.

3. **Maintenance**

- 3.1 The cost of the usual and/or periodic maintenance, as well as the cost of replacing parts shall be borne by the Lessor.
- 3.2 The Lessee shall see to the daily maintenance, including the clearing of simple malfunctions and/or leakages, replacement of packings, blow down etcetera. The cost of the above mentioned daily maintenance shall be borne by the Lessee.

4. **Permits/Environment measures**

- 4.1 The Lessee shall see to its own permits as may be required for the installation and use of the Leased object.
- 4.2 The Lessor cannot be held responsible for the fact that said permits cannot be obtained. If that fact that permits and the like are not obtained should lead to the rescission of the lease agreement, the Lessor shall be entitled to charge any cancellation and/or reservation cost to the Lessee.
- 4.3 Any charges in connection with the operation of the Leased object, however named and levied by whatever person, shall be borne by the Lessee.
- 4.4 The Lessee shall see to it that all environment regulations are duly observed during installation and operation. Any environment damage caused shall be borne by the Lessee.

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5. **Malfunctions**

- 5.1 The Lessor respectively its fault-clearing service, shall be immediately notified of any malfunctions.
- 5.2 In principle all malfunctions shall be cleared by the Lessee's own fault-clearing service. The Lessee however, shall also be entitled to hire third parties for that purpose.
- 5.3 The cost in connection with the clearing of a malfunction shall be borne by the Lessee.

6. **Inspection**

- 6.1 The Lessor shall be entitled to have the Leased object inspected at least once every six months, and to carry out an inspection concerning maintenance. The Lessee shall allow that inspection.
- 6.2 The time of said inspection shall be determined by mutual consultation.

7. **Subleasing and/or relocation prohibited**

- 7.1 The Lessee is not permitted to lease the entire Leased object or any part thereof to any third parties, whether or not at a fee.
- 7.2 Without the express written permission of the Lessor the Lessee shall not be permitted to relocate the Leased object after it has been put into operation.

8. **Installation**

- 8.1 The Leased object shall always be movable property.
- 8.2 The Lessee shall never designate the Leased object as immovable property, nor install or place it in such a manner that it may be or become part of an immovable property.
- 8.3 In the event that the Leased object shall be located in an immovable property, the Lessee shall see to it that the Leased object is referred to as a movable property contained in the premises

9. **Damage/destruction/ and repairs thereof**

- 9.1 The Lessor has insured the Leased object against external risks.
- 9.2 The Lessor is to be notified forthwith and in writing (fax or e-mail) of any damage caused as soon as possible.

10. **Guarantee and liability**

- 10.1 The Lessor guarantees the proper operation of the Leased object in accordance with the description in the offer/order confirmation of the Lessor, under normal use and strictly observing any instructions for use and maintenance.
- 10.2 The Lessee itself is to test, both on first operation and regularly after that, whether the Leased object meets the demands made by the Lessee for its operation process. The Lessor shall never be responsible for this.
- 10.3 The Lessor shall not be liable for any damage, however named, caused by any malfunctions and/or calamities on Leased object.
- 10.4 In the event that the Lessor should be made liable regardless of that, this liability shall be limited to 25% of the lease amount agreed for the duration of the lease, with a maximum period of three months however.
- 10.5 The Lessee is responsible for all claims of third parties related to the Leased object.

11. **Duration**

- 11.1 If the lease agreement has been entered into for an indefinite period of time, each of the parties shall be able to terminate the agreement subject to a three months' notice. Termination shall only be possible at the end of a calendar month; the termination is to take place in writing.
- 11.2 If the lease agreement has been entered for a definite period of time the agreement shall automatically expire by the mere expiry of the period of time as agreed. An extension shall only be possible after the express consent of the Lessor. A silent extension therefore, shall not be possible. The Lessor can never be compelled to agree to an extension.
- 11.3 At the end of the lease agreement the Lessor shall regain possession of the Leased object without obstructions and without any conditions. For that case the Lessee herewith grants the Lessor permission to access Lessee's property and/or premises in order to regain possession of the Leased object.

- 11.4 Any damage caused by the fact that the Leased object cannot be repossessed at the day after the end of the lease agreement due to the Lessee's doing, shall be borne by the Lessee, increased by an amount of € 750,-- for each day at which this situation continues.

12. **Premature termination/attachment**

- 12.1 The Lessor shall have the right to terminate the lease agreement taking effect immediately under the following circumstances:

- the Lessee fails to pay promptly the lease after a demand to that effect;
- the Lessee is granted a suspension of payment, or the Lessee is declared bankrupt;
- the Leased object is attached.

If the Lessor has rescinded the lease agreement the Lessor is to be immediately repossessed the Leased object in accordance with that stipulated in article 11, paragraph 3 and 4 above of the general lease conditions.

- 12.2 The Lessee shall be liable for any damage caused to the Lessor due to the rescission.
- 12.3 If a third party should attach the Leased object, the Lessee shall be under the obligation to immediately notify the Lessor of that in writing, submitting a copy of all documents which were served to the Lessee in connection with the attachment.
- 12.4 If the term of payment of the lease is exceeded the Lessee shall be automatically in default, and from that time on, shall be under the obligation to pay legal interest. Further he shall be under the obligation to pay extra judicial cost in accordance with the collection rate of the "Nederlandse Orde van Advocaten" with a minimum amount of € 250,00.

13. **Cost**

- 13.1 All cost, both judicial and extra judicial, which the Lessor must necessarily make in order to exercise its rights under a lease agreement with the Lessee, shall be fully borne by the Lessee.

14. **Applicable law and competent judge**

- 14.1 Dutch law applies to the lease agreement entered into with the Lessee.
- 14.2 The "Kanton" judge in Tilburg is the only judge competent to judge disputes concerning a lease agreement concerned.
- 14.3 In the event of a contradiction between the English text and the Dutch text, the authentic Dutch version shall prevail (exemption article 5).