

GENERAL CONDITIONS OF HWS VERHUUR B.V.

Deposited with the court registry of the District Court of Haarlem on 20-05-1997 under number 30/97.

Art.1 Applicability

1.1 These conditions apply to all negotiations we conduct, offers we make and contracts we make. Deviations are only valid if we have agreed to them in writing.

1.2 Where these conditions refer to us and our contracting party as "lessor" and "lessee" respectively the relevant provision applies, where possible, in full to contracts other than lease contracts.

Art.2 Offers / making of contracts

Our offers are without commitment. A contract is made:

1) By sending our order confirmation. This is deemed to correctly and fully represent the contract, unless we receive a written objection from the contracting party within 48 hours after sending by post or 24 hours in the event of sending by fax. A draft (lease) contract sent by us is deemed an order confirmation.

2) By signing a (lease) contract.

3) A lease contract is made by acceptance of what we have made available, regardless of whether what we have made available is then actually taken into use.

Art.3 Duration and termination of lease contracts

3.1 A lease contract starts at the time the leased property is made available and ends upon return of the leased property or signing off. In the event of signing off we will specify a sign-off number. The sign-off can only be proven by stating the sign-off number.

In the event of failure to comply with the provisions of Art. 6 Paragraphs 2 and 3, the lease will only end upon actual removal of the leased property.

3.2 The lessor can prematurely terminate the lease contract in the following cases without demand or notice of default:

- If the lessee defaults on any obligation ensuing from the contract.
- If circumstances arise or become known which in the opinion of the lessor considerably increase his risk.
- If the leased property is seriously damaged or destroyed.

3.3. In the event of premature termination, the lease price will be immediately due.

art.4 Replacement

The lessor is at all times entitled to instruct third parties to perform the contract in whole or in part and/or have the leased property replaced, in whole or in part, by an object which is as similar as possible.

Art.5 Lease price

5.1. The lease price is exclusive of VAT and other taxes or levies, the retrieval and delivery of the leased property, fuel costs, battery water, hydraulic oil, etc.

5.2. The lease price is owed even if the lessee has not used the leased property for a certain period of time.

5.3. The lease price is based on working days of eight hours and working weeks of forty hours. If the leased property is used for fewer hours, this is without prejudice to the lease price. If the leased property is used for more hours, the lessee must immediately report such to the lessor and the lease price will be increased accordingly.

Art.6 Delivery and pick-up

6.1. If so desired, the lessor can see to transport of the leased property to and from the place of use. The costs thereof are invoiced separately. In the event of lack of adequate facilities to be made available by the lessee, such as steel planking and the like, the leased property will be delivered on the public road, as close as possible to the building site.

6.2. In the event of signing off, the leased property must be placed in such way that it does not entail any risk and can be loaded and removed without any particular difficulty.

6.3. If cherry-pickers and other motorised objects have to be picked up by the lessor, the lessee will ensure that they have sufficient fuel and/or battery tension so that they can be driven onto the transportation vehicle on their own power.

Art.7 Obligations of the lessee

7.1 The lessee is bound to treat the leased property as a good caretaker. He is fully liable for the lease property and the consequences of the use thereof.

He must indemnify the lessor against any claim of third parties in this respect.

7.2 Without the lessor's explicit written consent, the lessee is not permitted to remove the leased property from the place of work for which it is intended and put it at another place or put it to use for other work. Nor is the lessee permitted to sublet the leased property or make it available to third parties in any way.

7.3 The lessee is responsible for ensuring that the leased property is not mixed with similar goods of himself or of third parties.

7.4 The lessee is obliged to inspect the leased property for visible defects, damage and like upon receipt and to lodge a written complaint in this respect within twenty-four hours after delivery. In the event of failure to do so all defects and damage noted after termination of the lease will be deemed to have been caused by the lessee and repair costs and the lease value over the repair term will be charged to the lessee.

The lessee has the right upon return of the leased property to have the condition of the leased property inspected by an expert. In the event of failure to do so the lessor's damage report is binding. With regard to the repair costs, the lessor is not subject to any other burden of proof than presentation of an itemised account.

7.5 Defects caused by inexperienced use of the leased property such as use for other purposes than that for which it was produced; inadequate maintenance; use of the wrong fuel or lubricants; overburdening; incorrect placing of (electrical) connections are at the lessee's expense.

7.6 The lessee is obliged to strictly comply with all government regulations, in particular environmental and safety regulations. The lessee is bound to indemnify the lessor against any liability in this respect.

7.7 Upon the return or signing off of the leased property, the lessee must ensure that all documents belonging with the leased property, such as instruction books and inspection certificates, are delivered at the same time.

7.8 The lessee must always manage and leave the leased property in such way that third parties cannot use or misuse the leased property. In particular the lessee must guard against theft and damage.

7.9 The lessee is bound to at all times enable the lessor or his representatives and insurers to inspect, adjust, repair or replace the leased property.

7.10 The lessee may only allow the leased property to be used by properly skilled personnel.

Art.8 Obligations of the lessor

8.1 In the event there are no instructions on the leased property or in the enclosed instruction book, the lessor will instruct the lessee or his representative upon delivery as to the working and the daily maintenance of the leased property.

8.2 Periodic inspections, repairs, major maintenance, including replacement of worn parts, which are caused due to normal wear and tear, are carried out by and are at the expense of the lessor.

Art.9 Security

The lessor can demand at any time that the lessee give security for the performance of his obligations ensuing from the contract. The lessor will only be obliged to start or continue his performance after receiving such security.

Art.10 Payment, default

10.1 Payment must be made within thirty days after the invoice date, without set-off or deduction. In the event of failure to do so the lessee will be legally in default and interest for late payment of one percent will be owed over the unpaid amount for each month or part thereof by which payment is late.

10.2 Payments first serve to pay costs, then interest and only then principal by order of age, regardless of what the lessee states with regard to his payment.

10.3 As soon as the lessee is in default, the lessor may suspend his performance and dissolve the contract insofar as it has not yet been performed, without prejudice to the right to compensation of all damage and lost profit.

Art.11 Costs

The lessee is bound to pay all costs made by the lessor to enforce his rights. The extrajudicial costs

are fixed at fifteen percent of the monetary value of the obligation for which the lessor is demanding performance, with a minimum of € 226.89. The judicial costs include all actual costs including the full attorney fees to be paid by the lessor, in deviation from the provisions of Articles 56 and 57 of the Dutch Code of Civil Procedure.

Art.12 Liability of the lessor

12.1 The lessor is never liable to pay more compensation to the lessee than up to the amount which is paid out on the basis of insurance taken out by him. His liability will furthermore be limited to the invoice amount of the performance in respect of which the compensation is claimed.

12.2 The lessor will not be liable for damage caused by subordinates or persons whose services he uses in the performance of the contract, even if such damage is due to their intent or gross negligence.

12.3 Advice with regard to application and use of the leased property is given according to best knowledge and is without commitment. No liability can ever ensue for the lessor from such advice.

Art.13 Indemnity

The lessee must indemnify the lessor against all claims of third parties insofar as these would lead to a farther-reaching liability than that which the lessor has accepted under these conditions.

Art.14 Default of the lessor

The lessor will only be in default after he has been summoned by recorded mail or bailiff's writ to effect performance, whereby he is given a reasonable term within which he can effect performance.

Art.15 Force majeure

15.1 If the lessor cannot perform his obligations due to force majeure, on that basis he will be able to dissolve the contract by simple written notice in whole or in part without being obliged to pay any compensation.

15.2 Force majeure means any circumstances beyond the lessor's control which makes performance impossible or unreasonably cumbersome, regardless of whether it was foreseeable at the time the contract was made.

15.3 If and insofar as at the time of the occurrence of the force majeure the lessor has already effected partial performance, payment can be demanded for that part of the payment and the contract can be dissolved with regard to the part not yet performed.

Art.16 Theft and loss

If the leased property is lost due to theft or loss, the lease price will be charged up to the time which this event has been reported to the lessor. In addition, the lessee must pay the market value of the goods.

Art.17 Proof

With regard to the scope of all claims ensuing from the contract, the accounts of the lessor, subject to proof to the contrary, will be decisive.

Art.18 Choice of law and forum

18.1 All contracts are exclusively governed by Dutch law.

18.2 Unless otherwise prescribed by mandatory regulation, all disputes will exclusively be adjudicated by the competent court in Haarlem. The lessor will be free, if so desired, to summon the lessee to appear before the court of his domicile.