

General Terms and Conditions of Rental

Boels Noleggio S.R.L.



1. General Provisions

- 1.1 Terms listed below will have the following meanings:
 - A. **Terms and Conditions:** the text of this GRT (General Rental Terms) of Boels Noleggio S.R.L.
 - B. **Boels:** Boels Noleggio S.R.L. VAT 07463340963.
 - C. **The Contracting Party:** any natural person who is not acting in the context of a professional practice or corporate business and any legal entity or other legal structure or their intermediary (Contracting Party B);
 - D. **Agreement(s):** the rental agreement(s) entered into between Boels and Contracting Party C.
 - E. **In Writing:** by a document signed by authorized representatives of Boels (and/or of the Contracting Party).
 - F. **Offer:** a nonbinding invitation in writing, drafted by Boels and addressed to a potential Contracting Party, to submit an Offer.
 - G. **Proposal:** an appointment letter, an order or a reservation, whether oral or in writing, that a Contracting Party communicates to Boels.
 - H. **Order Confirmation:** the written acceptance of a Proposal by Boels to the Contracting Party.
 - I. **Rental Agreement:** an agreement that's concluded and signed according to the following conditions. J. **Order Amount:** the total amount due by the Contracting Party to Boels pursuant to the Agreement. K. **Information:** the catalogues, illustrations, depictions and drawings, models, samples, descriptions, software, technical information, etc. that are a part of the Offer. L. **Defect(s):** a failure or defect in the rented equipment that can be attributed to Boels and that was already present prior to delivery and/or caused prior to delivery, and as a result of which the rented equipment does not work or does not work properly. M. **Current Market Value:** the replacement cost of the equipment at the date on which the damage occurred or of the equipment was lost, less depreciation based on the age or number of hours of operation of the lost equipment.
- 1.2 The date of delivery of the documents to which Articles 4.2, 4.3, 6.4 and 14.2 to 14.4 inclusive refer will be established based on the postmark date of the documents by the date the documents were sent. If this date is not specified and cannot be proven, and a disagreement ensues regarding the timeliness of the shipment, the documents will be deemed not to have been sent on time.
- 1.3 If and insofar as the equipment is rented by the Portable Kitchens or Rail Infra Departments, the special terms and conditions will apply in addition to these Terms and Conditions of Rental. Said additional terms and conditions are available at all branches of Boels, and may be viewed at www.boels.com. A copy of the additional terms and conditions will be sent upon request.

2. Scope

- 2.1 These Terms and Conditions of Rental govern all Offers made by Boels and all agreements signed by Boels, whatever they may be called. In particular, the Terms and Conditions of Rental will govern agreements pursuant to which Boels hires movable property to a Contracting Party.
- 2.2 If the Contracting Party refers to other terms and conditions included in its proposal or to other correspondence other than the Agreement, the applicability of said terms and conditions is explicitly rejected. No conflicting provisions contained in other terms and conditions will affect the preceding provisions.
- 2.3 Any waivers of and/or additions to the Agreement and/or any other provisions of the Terms and Conditions of Rental will only be effective if and to the extent they have been expressly agreed in writing and refer exclusively to the Agreement in question. The acceptance of any waiver or addition by Boels will not constitute a precedent, and the Contracting Party will not be entitled to claim any other rights as a result of said acceptance in respect of any future Agreement.
- 2.4 If a Contracting Party enters into an Agreement governed by these Terms and Conditions of Rental, it agrees that they will apply to contracts concluded with Boels at a later date.

3. Offers

- 3.1 Offers do not involve any commitment of any kind and are not binding on Boels in any manner unless the Offer in question explicitly and unambiguously reserves the right to be withdrawn or amended. In Writing, and then only if Boels has received the request to withdraw or amend the Proposal before the Order Confirmation is sent, or before Boels has commenced fulfillment of the Agreement. In any event, a Written Proposal will become irrevocable if a revocation is not sent within five working days after the date of the Proposal. A verbal Proposal is irrevocable.
- 3.2 Offers are valid for a period of two weeks from the date specified in the Offer, after which they expire.
- 3.3 All information provided by Boels remains the property of Boels, may not be duplicated and/or supplied to third parties without the express written permission of Boels and must be returned to Boels immediately on request. Boels also reserves all intellectual and industrial property rights.
- 3.4 The information provided by Boels is only intended to be an example, and does not confer any rights.

4. Conclusion of the Agreement

- 4.1 An agreement will only be deemed to have been concluded if and to the extent that Boels has provided an Order Confirmation or has entered into a Rental Agreement with the Contracting Party. An Agreement will be deemed to have been concluded at the time Boels sends an Order Confirmation or the Contracting Party signs the Rental Agreement or confirms it in a different manner.
- 4.2 An Order Confirmation or Rental Agreement will be deemed to fully and properly meet the content of the agreement that has been entered into. The content of the Order Confirmation will be deemed to have been accepted by the Contracting Party unless the Contracting Party communicates its rejection thereof to Boels in writing within five working days after the date of the Order Confirmation. By signing or confirming the Rental Agreement, the Contracting Party indicates its acceptance thereof.
- 4.3 A Written Proposal may only be withdrawn or amended in Writing, and then only if Boels has received the request to withdraw or amend the Proposal before the Order Confirmation is sent, or before Boels has commenced fulfillment of the Agreement. In any event, a Written Proposal will become irrevocable if a revocation is not sent within five working days after the date of the Proposal. A verbal Proposal is irrevocable.
- 4.4 Boels will be entitled to reject a Proposal without being required to provide reasons.
- 4.5 Without prejudice to the provisions of Article 4.1, an Agreement may also be concluded if Boels actually commences fulfillment of the Agreement after receiving a Proposal.
- 4.6 Pursuant to and in accordance with regulation 2016/679 (GDPR), the Contracting Party is informed that all the data it provides will be processed in accordance with criteria and systems that are appropriate to ensure the privacy and security of said data, and may be communicated to third parties by Boels. On delivery of a written request, the Contracting Party will be entitled to raise an objection for lawful reasons and to request that the data be updated, corrected or deleted. The manner in which Boels deals with personal data is set out in its privacy statement, which may be amended from time to time and can be consulted on the website: <https://www.boels.com/it-privacy-statement>. Any requests to exercise the Lessee's rights, or questions regarding Boels' privacy policy, can be sent to: privacy@boels.com.
- 4.7 All Orders sent to Boels by the Contracting Party in any electronic format (telex, e-mail, web, etc.) and signed with an electronic signature will be treated as being equivalent to agreements concluded in writing with the same substantive and probative value pursuant to regulation D.Lgs 82/05 and subsequent, and the conclusion thereof will be governed by Articles 1326, 1327, 1334 and 1335 of the Civil Code.

5. Content of the Agreement

- 5.1 The content of the Agreement and the scope of the obligations will be exclusively determined on the basis of the Order Confirmation or Rental Agreement and the provisions included in the Terms and Conditions of Rental. If an Order Confirmation has been sent in connection with the Agreement and a Rental Agreement signed or issued by Boels has also been prepared that the Contracting Party B has signed or has not challenged, the content of the Rental Agreement will prevail in the event of a discrepancy, unless the parties have agreed otherwise in Writing.
- 5.2 Any additional agreements, undertakings or notices made or undertaken by employees of Boels or other persons on behalf of Boels in their capacity as representatives of Boels will only be binding on Boels if said agreements, undertakings or notices have been confirmed in Writing by managers authorized to represent the company or by persons whom such managers have authorized in this regard. 5.3 Boels assumes no responsibility regarding the accuracy and completeness of the information provided by manufacturers and/or importers.

- 5.4 Minor exceptions to the Agreement by Boels are acceptable if and to the extent that the Contracting Party has not specified the essential requirements in Writing prior to conclusion of the Agreement and to the extent that the services rendered by Boels are not substantially altered due to said exceptions.
- 5.5 The Contracting Party will only be entitled to terminate the Agreement if it proves that the equipment is different from that specified in the Agreement and/or from the information supplied by Boels so that the Contracting Party cannot reasonably be obliged to comply with it. Under no circumstances, however, is Boels obliged to pay any compensation.
- 5.6 Boels has the right to rent the same or similar equipment (including the hiring of any personnel) from a third party (renter) in order to fulfill its obligations pursuant to the Agreement.

6. Rental Period

- 6.1 The rental period begins on the agreed date and at the time, and more specifically: A. if the parties have agreed that the Contracting Party will collect the rental equipment at an agreed place, at the time Boels supplies the equipment to the Contracting Party; or B. if the parties have agreed that Boels will deliver the rental equipment, at the time Boels makes the rental equipment available at the agreed place.
- 6.2 The agreed expiry date is mandatory unless the parties have expressly mutually agreed to extend the contract in writing under Art. 6.6. In any case the rental period will effectively terminate: A. if the parties have agreed that the Contracting Party will return the rental equipment to an agreed place, when the Contracting Party hands the equipment over to Boels and receives a receipt for it; B. if the parties have agreed that Boels will collect the rental equipment; after the Contracting Party has cancelled the registration of the rental equipment in Writing on the date specified in said transaction, in accordance with the terms of Article 6.4; or C. if the return deadline that Boels has agreed with the Contracting Party in Writing has passed, at 5:00 p.m. of the last day of said period. 6.3 If more than one item has been rented under the same Agreement, the Contracting Party may cancel the registration of the equipment by single item or by group of items (partial release). The rental period for the cancelled item(s) will terminate at the time specified in the agreement. The rental period for the remaining equipment will continue until the expiry of the rental period in one of the ways set forth in Article 6.2. 6.4 Notice of cancellation of registration must be sent no later than the desired expiry date. 6.5 Notices of cancellations of registration must be sent in Writing by telex to the Boels offices or department with which the Rental Agreement was concluded, and must contain the following information:
 - information relating to the Contracting Party;
 - the agreement number;
 - a description of the equipment to be collected (including the quantity in the event of a partial cancellation of the registration);
 - the desired expiry date;
 - the place where the equipment is to be collected;
 - the name and telephone number of the contact person at the place where the equipment is to be collected;
 - the location of any keys; and
 - the Boels' driver should be notified of the cancellation.
- 6.6 The Contracting Party may extend the duration of the rental in Writing or by telephone until the time of a notice of cancellation of registration in Writing, with the consent of Boels under the existing contractual conditions.
- 6.7 It is agreed that the Contracting Party may not terminate this Agreement prior to its expiry.
- 6.8 The Contracting Party may transfer this rental contract without the prior written consent of Boels, including in the event of an assignment, usufruct or lease of the company. The present contract cannot be transferred to third parties without prior written approval from Boels. Unless expressly agreed otherwise, if Boels consents to a request for assignment of the Agreement, the Contracting Party, pursuant to Article 1408(2) of the Civil Code, will not be released from its contractual obligations, and as a result, Boels may take action against it, without being obliged to provide prior notice, if the assignee fails to fulfill the obligations undertaken. Boels is therefore released from the obligation to communicate a default by the assignee, and will therefore not be liable in any manner for compensation for any damage deriving from a failure to give notice of said default. If the Contracting Party has the legal position of a partner in the company, Boels will be notified of any change in its legal form which will not under any circumstances entail a release of the partners with unlimited liability from their obligations arising out of the financial leasing Agreement pursuant to Article 2499 of the Civil Code, including if the assignor has been formally and promptly notified of the change to the legal form of the company. (This provision may be added to Article 16.5 by Boels in the right to transfer this agreement or all or part of the rights deriving therefrom at any time.

7. Delivery and Risk

- 7.1 While Boels undertakes to comply with the agreed delivery periods as far as possible, said periods are merely indicative, and are not binding on Boels. In no case will the specified delivery terms be deemed essential unless the parties have agreed otherwise in Writing.
- 7.2 If a delivery date is exceeded, however, the Contracting Party will have the right to stipulate a reasonable period for performance, and will inform Boels thereof by registered letter. This term may be not less than two working days from the date on which Boels receives the registered letter.
- 7.3 The Contracting Party will only be entitled to terminate the Agreement after the essential term (agreed pursuant to Article 7.1) or stipulated pursuant to Article 7.2) has passed. Under no circumstances, however, is Boels obliged to pay any compensation.
- 7.4 Boels will be entitled to make partial deliveries or to postpone delivery until the entire order is available. The Contracting Party will be consulted in this regard, if appropriate. If Boels makes partial deliveries, it will be entitled to invoice for equipment that has been delivered immediately.
- 7.5 The equipment will be deemed to have been delivered and the relevant risk will be deemed to have been transferred to the Contracting Party: a. on delivery at Boels' operational headquarters, when actual possession of the equipment is transferred; or b. in the event of delivery to another place, when the equipment is unloaded at the agreed place.
- 7.6 Delivery of the rental equipment will be scheduled between 8:00 a.m. and 6:00 p.m. In this context, it is not possible to schedule precise delivery times. Delivery will be made in the morning or afternoon, as agreed in advance. Boels will deliver only to the ground floor.
- 7.7 The Contracting Party must ensure that an authorized person is present at the agreed delivery date and time to accept delivery of the rental equipment. If no one is present at the time of delivery, Boels will have the right to take back the rental equipment, in which case the transport costs will be borne by the Contracting Party. After consulting the Contracting Party, Boels may still make delivery of the rental equipment, but the Contracting Party will bear the express burden of proof in the event of a difference of opinion regarding delivery of the agreed quantity and/or the conformity of the rental equipment with what has been agreed between the parties.

8. Return and Risk

- 8.1 The Contracting Party remains liable for the rental equipment for a period of two working days after the expiry date specified in the written notice of cancellation of registration. The Contracting Party therefore remains liable for any damage or loss described in Article 11. Said liability will end at 6:00 p.m. on the second working day as identified above.
- 8.2 The provisions of Article 19 will apply in full with regard to the above provision.
- 8.3 The Contracting Party will ensure that after issuance of a notice of cancellation of registration in Writing, Boels is able to collect the equipment any day between 8:00 a.m. and 6:00 p.m.
- 8.4 The Contracting Party must ensure that someone is present to hand over the equipment during said period. If no one is present at the time the equipment is to be collected, Boels will still be entitled to take back the equipment. However, a Contracting Party B will have the express burden of proof in the event of a difference of opinion in relation to the provision of the agreed quantity by the Contracting Party and/or the good condition of the rental equipment.
- 8.5 The equipment must be in order, clean, well-organized and gathered, and ready to be collected on the ground floor. Packaging of the equipment will remain with the Contracting Party as regards its quality. If the equipment is not ready for transport, the Contracting Party will pay a fixed penalty of Euro 150.
- 8.6 The rental equipment will be inspected after it has been returned to Boels' offices or to the offices of the third party lessor. The fact that Boels' or the

- third party lessor's carrier has collected the equipment does not constitute an inspection. If the Contracting Party wishes to be present at the inspection of the equipment, it must state its intention in this regard at the time of conclusion of the Agreement so that an appointment for the inspection can be agreed (within 24 hours after the return of the equipment). If it is ascertained that the equipment is dirty or contaminated or not properly packed and the Contracting Party was not present at the time of the inspection, the inspection conducted by Boels or by the third party lessor will be binding and the related costs will be charged to the Contracting Party.
- 8.7 The Contracting Party will be notified as soon as possible if it is ascertained during the course of said inspection that the rental equipment is damaged. Said damage report will specify a period during which the damaged item will be made available to the Contracting Party for evaluation to possibly reject the damage assessment. Following this period, the equipment will be repaired or replaced and all costs identified in Article 11.5 (or any excess) will be charged to the Contracting Party. If the Contracting Party does not make use of its opportunity to carry out an evaluation to reject the damage, the determination of damage made by Boels or the third party lessor will be binding.

9. Prices

- 9.1 **Rental of Machinery**
 - 9.1.1 The per-day prices specified in Boels' machinery catalogue relate to rental/use for a maximum of 24 hours and the weekly prices relate to rental/use for a maximum of 168 hours (with the exception of machinery fitted with an hour counter, for which the daily price is for 8 hours of use and the weekly price is for 40 hours of use; an additional charge will be made for any hours of use over and above this limit) and are stated as net of VAT, maintenance, fuel, oil, transport, environmental taxes, cleaning and surcharges to cover damage and fire and theft prevention measures.
 - 9.2 The price for weekends (from Friday to Monday) relates to rental/use for a maximum of 72 hours (Sundays are not charged).
 - 9.3 Quotations may be requested for rental agreements exceeding four weeks.
- 9.2 **Event Rental**
 - 9.2.1 The prices listed in Boels events catalogue are for a weekend or three days; pick-up is the day before the start of the rental period and return is one day after the period. A surcharge of 15% of the weekend price will be applied to each additional day, up to a maximum of two weeks. Quotations may be requested for periods longer than two weeks.
- 9.3 **General**
 - 9.3.1 Prices exclude VAT, maintenance, transport and loading and unloading.
 - 9.3.2 The prices listed in Boels catalogue are based on the conditions applicable at the time the catalogue was printed. Said prices are binding on Boels for a period not exceeding 30 days after the date of publication of the catalogue. After expiry of this term, the prices must be considered to be a non-binding indication. All previous offers become invalid when a new catalogue is issued.
 - 9.3.3 Boels reserves the right to increase the agreed prices in the event of changes to the factors that determined them. Said factors include changes in the cost of transport, import or export duties and/or taxes in the Netherlands or abroad, wages, social security costs and exchange rates.

10. Obligations of the Contracting Party

- 10.1 The Contracting Party or its personnel, assistants or agents and/or other persons using the rented equipment on the instructions or under the responsibility of the Contracting Party must be familiar with the instructions for use and/or with other manuals supplied with the rented equipment or attached to it, and must act in accordance with said instructions. The Contracting Party further guarantees that all persons using the rented equipment have the required skills and possess the diplomas, certificates, licenses, etc. that are required by law or for other reasons. If the above requirement is not complied with, the warranty coverage and/or the coverage relating to the damage compensation payment plan contained in Article 19 will be void.
- 10.2 The Contracting Party must return the rented equipment following the expiry of the rental period.
- 10.3 If the rented equipment is not returned to Boels or cancelled from registration at the end of the agreed rental period, or if the situation described in Article 11.4 occurs, once Boels has determined that this provision is applicable, Boels will, in default, and must pay Boels the current market value of the rented items or report their theft as set forth in Article 6.2(C), in which case the rental term will expire as soon as the rented equipment is returned or cancelled from the registration or at the time specified in Article 6.2(C) or Article 11.3. If the Contracting Party does not return the rented equipment or report its theft after the stipulated deadline has passed, the Contracting Party will be liable for the full market value of the rented equipment, even if the equipment has not been returned in addition to the rental amount.
- 10.4 The Contracting Party must return the rented equipment to the same branch of Boels where the Agreement was concluded. If the Contracting Party wishes to return the rented equipment to a different branch, this will be possible subject to consultation, possibly for an additional charge.
- 10.5 The Contracting Party must return the rented equipment to Boels on the agreed date (and at the agreed time) in the condition in which it received the rented equipment at the beginning of the rental period. The Contracting Party must return the rented equipment in a good condition of cleanliness, in order and properly packed, etc. in the condition in which it was received. The Contracting Party will be required to pay any additional working hours resulting from lack of or improper cleaning or tidying up the rented equipment.
- 10.6 The Contracting Party assumes the obligation to pay any duties, taxes (including an acceptance fee) and penalties arising out of the use of it or third parties have made of the rented equipment.
- 10.7 Where applicable, the Contracting Party must ensure at its own expense that it has the necessary permits and authorizations prior to delivery of the rented equipment.
- 10.8 The Contracting Party assumes responsibility for ensuring that Boels has access to the rented equipment at any time, for rejecting any claim by third parties concerning the rented equipment and for indemnifying Boels in this regard. The hired equipment may only be sub-leased or made available to third parties following the prior written authorization from Boels, under penalty of invalidation of insurance coverage and/or the coverage provided by the damage settlement plan in Article 19 in the case of damage or loss during the period in which the rented equipment was sub-leased or made available to third parties.
- 10.9 The Contracting Party must take steps to prevent the theft of the equipment, including but not limited to by using padlocks (including, where possible, those provided with the rented equipment), keeping the rented equipment in an enclosed area, keeping the rented equipment out of sight of third parties, chaining the rented equipment, etc.
- 10.10 The Contracting Party must carry out daily maintenance of the hired equipment. If it does not have the necessary experience, it must request assistance from Boels and pay the associated costs. The Contracting Party is not authorized to carry out repairs of the rented equipment. Unless otherwise agreed between the parties, if the equipment is rented for such a lengthy period that maintenance is required by Boels, the Contracting Party will pay Boels the maintenance costs. The Contracting Party will continue to pay the rental price during the time period when Boels is carrying out maintenance.
- 10.11 The Contracting Party is not authorized to perform any work inconsistent with its facility prohibited (and the Contracting Party assumes all liability resulting from a failure to comply with these rules). The lessee guarantees and undertakes to act prudently, and assumes all liability and related expenses for the entire rental period, and in any case until the return of the equipment to Boels. This regulation is binding and irrevocable.
- 10.14 In the event of rental of gensets, the Contractor undertakes to comply with the Regulations pursuant to Art. 53 of sec. of Legislative Decree no. 504 of 26 October 1995, and to comply, if required, with the DM 13/07/2011

on Fire Prevention. The Contractor undertakes to indemnify and hold Boels harmless from any request of tax or fiscal nature that may be made by the competent authority in relation to the Contractor's use of the genset.

11. Damage and Loss

11.1 Damage to the rented equipment caused during the period when the Contracting Party is responsible for the equipment must be reported to Boels immediately after discovery thereof, and in any event no later than 48 hours after the event.

11.2 If the rented equipment is lost or stolen, the Contracting Party must, pursuant to the General Terms and Conditions of Rental of Boels Noleggio S.R.L., provide notice thereof to Boels within 24 hours after the theft or loss and report the event to the police. The Contracting Party is also required to send the official report (or a copy thereof) to Boels.

11.3 Notwithstanding the instructions in Article 6.2, if the equipment is stolen, the date on which the equipment was stolen (or the date on which it is suspected that the equipment was stolen) will be deemed to be the date of expiry of the rental term. The rental will continue for the remaining items included in the same agreement until the end of the rental term in one of the ways described in Article 6.2.

11.4 If the Contracting Party fails to report a theft and/or to send the official report made to the competent authority to Boels, the Contracting Party will be charged with embezzlement, and Article 19 will not be applicable.

11.5 In the event of a theft or total (economic) loss of the rented equipment, the Contracting Party agrees to reimburse Boels for the loss at the current market value. If it is possible to repair the rented equipment, the Contracting Party undertakes to reimburse the relevant costs. This provision also applies to damage to or theft of parts and/or accessories of the rented equipment. In addition, the Contracting Party will be liable for any resulting damage suffered by Boels (including without limitation the costs of estimating the loss, loss of profits or turnover, etc.).

11.6 If Boels has already received the current market value of lost equipment from the Contracting Party and said equipment is found and returned by the Contracting Party at a later date, the Contracting Party will pay the rental price up to the date of return of the equipment. Boels will deduct said amount from the current market value, which it will return to the Contracting Party.

11.7 The costs of an appraisal performed by or on behalf of Boels to calculate the amount of the theft or repair and/or cleaning costs relating to the rented equipment will be charged directly to the Contracting Party. The Contracting Party therefore hereby declares that said appraisal may be carried out at its expense by a recognized expert, who will be appointed by Boels if Boels deems it desirable and, in other cases, if Boels carries out said evaluation.

11.8 The Contracting Party will be liable regardless of its responsibility for damage to or loss of the rented equipment or for its non-usability or for a total loss of value of the equipment.

11.9 Boels hereby declares that liability insurance has been prepared for equipment relating to which there is an obligation to take out insurance pursuant to the law on civil liability motor insurance (RCA) and that said insurance complies with the above-mentioned law. In any event, the Contracting Party will pay and compensate Boels for:

- damage caused to third parties indemnified under the company's insurance policy pursuant to the above-mentioned law in respect of which coverage does not exist in the policy conditions. This provision will apply, for example, if the driver was under the influence of alcohol or drugs at the time when the damage occurred;
- the maximum benefit limit identified in the insurance policy;
- damage to cables or pipes above or below ground and/or consequential damages;
- penalties, fines and/or costs incurred by Boels due to the Contracting Party (or its personnel, agents or assistants or other persons for whom it is responsible) driving on public roads with machinery and equipment, including machinery and equipment which there is no obligation to take out insurance pursuant to the law on civil liability motor insurance (RCA) and no license number or registration has been issued; and
- damage falling within the exceptions provided for by law.

11.10 The Contracting Party undertakes to notify the judicial authorities of any loss and/or misappropriation or damage to belongings or loss caused by a criminal act, and to provide Boels with a duplicate copy of the original report with evidence of filing or an authentic copy of the documents submitted to the competent authority in relation to the loss.

11.11 Since the equipment is and remains the property of Boels, the Contracting Party assumes all civil and criminal liability for damage to persons or things caused by the transportation, use and maintenance of the rented equipment from the time of delivery to the time of its return to Boels, and Boels is expressly relieved of any liability. The Contracting Party expressly recognises that it will be personally liable to the competent authorities, the Labour Inspectorate, etc., for the entire duration of the rental for any breach of current accident prevention regulations that may be established with respect to the use of the rented equipment. Since the equipment is and remains the property of Boels, the Contracting Party, in the event of requests from the competent authorities, be responsible for ensuring that responsibility for the foregoing is in its name.

11.12 In the event of sanctions for violations of the Highway Code, the Contracting Party and/or the offender, in the event of immediate contestation of the sanction, undertake to inform the authority of the rental contract in order to ensure the exact registration of the contravention pursuant to Art. 196 of the Highway Code.

In the event of sanctions for violations of the Highway Code not contested immediately pursuant to Art. 201 of the Highway Code, the Contractor undertakes to hold Boels harmless from any amount that the same shall have to pay, including management expenses. This shall be without prejudice to Boels' right to transmit the Contractor's details (rental contract) to the competent Authority for the exact registration of the administrative sanctions and the contractor grants its consent to the transmission of its personal data to the competent authorities for the purpose of exact identification of the person responsible for the violation under Articles 84 and 196 of the Highway Code.

12. Transport

12.1 During the entire rental period (that is, also including during transport by the Contracting Party), the Contracting Party will be responsible for any damage to the rented equipment. The Contracting Party is obliged to pack and load the rented equipment in a manner appropriate to the type of equipment and the method of transport. This provision will also apply to a Contracting Party that takes delivery of the equipment from Boels in containers but is responsible for unloading and reloading. The equipment must be loaded with care so that it cannot be damaged during shipping because the load moves or falls.

12.2 The services of Boels employees have been used for loading or unloading operations as a result of a request from Contracting Party B, said loading or unloading operations will be carried out entirely at the risk of the Contracting Party.

12.3 Unless otherwise agreed in Writing between the parties, if the parties agree that Boels will deliver and/or collect the equipment at the Contracting Party's facilities, the Contracting Party must cooperate with loading and/or unloading the equipment at the agreed place. If the Contracting Party does not provide the necessary assistance to the loading and unloading operations, it will be charged for the relevant costs.

13. Liability of Boels

13.1 The liability of Boels is expressly limited to direct damage to people and goods property of the contracting party only for fraud or gross negligence of Boels. The liability of Boels is also limited to the amount paid by the liability insurance in relation to the incident. Liability for other damage (including consequential damage) and pecuniary loss, however described, including the hire or purchase of replacement equipment, loss of turnover and/or profits or losses arising out of delays and interruptions in business activities is expressly excluded.

13.2 Under no circumstances may the liability of Boels exceed the amount of the order (with a maximum amount equal to a partial hire) (equivalent to a rental period of four weeks) in the case of long-term hire), unless, and only if, a higher amount is paid based on the insurance relating to the specific incident.

13.3 Contracting Party B will indemnify Boels against legal actions by third parties for damage deriving from or relating to the rented equipment.

13.4 The parties agree that any liability will lapse after one year from the date on which the damage occurred, ex art. 1965 C.C..

14. Complaints

14.1 At the time the Contracting Party takes possession of the rented equipment, it will inspect it for any visible external defects and will sign the delivery note to indicate due receipt of the equipment. The Contracting Party will identify any defects discovered, on the document in question, at that time. The equipment is delivered on the presumption that it is in good condition according to the Agreement, unless, and only if, the above condition indicates anything to the contrary.

14.2 The Contracting Party will inform Boels in Writing and within 24 hours after delivery of any complaint relating to external defects visible on the equipment that are found during the inspection described in sub-section 1.

14.3 Defects that are not discovered during the inspection and which could not have been found during it must be reported to Boels as set forth in sub-section 2 within 48 hours after their discovery by the Contracting Party.

14.4 If the damage occurs as set forth in Article 13.1, the Contracting Party must

notify Boels within 48 hours after occurrence of the damage as described in Article 14.2. In its report of said damage, the Contracting Party must inform Boels of the estimate of the damage and of the measures it has taken to make a counter-estimate within a reasonable period. Said reasonable period may not be less than two weeks from the date on which Boels receives the damage report.

14.5 Any right of action by the Contracting Party against Boels with regard to the damage described in Article 13.1 will lapse if: a. Boels is not informed of the damage and/or defects within the period specified in the above-mentioned sub-sections 2, 3 and 4 and/or Boels is not informed as set forth in said sub-sections; b. the Contracting Party does not cooperate with Boels or cooperates insufficiently in the investigation of the validity of the complaints; c. the Contracting Party has not set up, handled, used or maintained the equipment correctly or has used it in unsuitable circumstances; d. the Contracting Party has made repairs to and/or replacements of the equipment or has made repairs or replacements without the express written consent of Boels; e. the equipment is used after a defect has been found as set forth in sub-section 2 or the equipment is used after a defect has been found as set forth in sub-section 3; or f. Boels is not given the opportunity to make a counter-estimate within the period set forth in sub-section 4.

15. Bookings and Cancellations

15.1 It is possible to book products that can be rented from Boels. At the time of conclusion of the Agreement, the parties will consult to determine the timing and the period covered by the booking within which the products must be made available to the Contracting Party, and will include said information in the Agreement. If the Contracting Party does not accept the booked equipment on the agreed date and for the agreed period, it will still be liable to pay the total amount of the rental.

15.2 Without prejudice to the foregoing clauses, the Contracting Party is entitled to cancel the booking of the rental equipment prior to the date on which the equipment is made available. In such cases, however, the Contracting Party

- 60% of the net amount of the order, if the booking is cancelled between the 59th and 30th day before the agreed date on which the equipment was to be made available to the Contracting Party;
- 70% of the net amount of the order, if the booking is cancelled between the 29th and 10th day before the agreed date on which the equipment was to be made available to the Contracting Party; and
- 80% of the net amount of the order, if the booking is cancelled during the 10 days before the agreed date on which the equipment was to be made available to the Contracting Party.

15.3 If the equipment booked by the Contracting Party is not available on the scheduled date and for the reserved period, Boels may provide the Contracting Party with similar equipment without said occurrence constituting non-fulfilment with regard to the Contracting Party. If the rental price of similar equipment is lower, the Contracting Party will not be entitled to claim a refund of the difference. If the price of the similar equipment is greater, Boels must provide a discount. If the Contracting Party does not accept the replacement equipment, the Contracting Party will be entitled to cancel the reservation without having to incur any fee or charge.

16. Payments

16.1 Unless agreed otherwise between the parties in Writing, the service fee must be paid immediately after the rented equipment is returned.

16.2 Unless agreed otherwise between the parties, agreed in Writing or unless the invoice specifies otherwise, invoices and/or receipts are issued for immediate payment, without further discounts or set-offs. After 14 days, a credit limit equal to 2% will be established. If the equipment is rented for a longer period than the maximum of four weeks, the Contracting Party will pay the rental to Boels in advance every four weeks. The maximum term for dispatching an invoice is 10 days from invoice date. The Contracting Party is not authorized to offset any amount or to suspend any payment obligations without the prior written permission of Boels.

16.3 All payments are to be made to the Sales Office of Boels or by wire transfer to an account specified by Boels. If payment is made by wire transfer or by transfer to a bank account, the actual payment date will be deemed to be the effective date on which the payment is made to Boels' account.

16.4 If the Contracting Party does not pay within the stipulated term, default interest ex D.lgs 231/02 will be charged. All costs relating to the collection of invoiced amounts (including extrajudicial recovery costs) will be borne by the Contracting Party. Extrajudicial collection costs will be equal to a minimum of 15% of the original amount, with a minimum of EUR 340, excluding taxes. This provision will also apply to invoices issued to collect any amount by direct debit (RID) due to funds, or if there are other impediments on the part of the Contracting Party, or other problems associated with the bank account.

16.5 All payments will be initially charged to the payment of collection costs, then to the interest due and finally to the balance of the principal amount. If the Contracting Party fails to pay one or more invoices, as stated in the previous clause, each payment will be imputed to the oldest invoice first, then to the second oldest in reverse chronological order, etc.

16.6 Furthermore, if the Contracting Party fails to comply with its commitments pursuant to the Agreement or does not fulfil its undertakings fully and punctually, Boels will have the cumulative right, to the extent possible, to: a. suspend fulfilment of the Agreement and/or related Agreements, until sufficient assurances are provided regarding the successful outcome of payments;

b. terminate the Agreement and any related Agreements, in whole or in part, with or without legal intervention, without Boels being obliged to pay any compensation;

c. request compensation for the damage sustained by Boels; and

d. object to the forfeiture of the benefit of the term under Article 1186 of the Civil Code.

16.7 If the Contracting Party is granted a temporary or final suspension of payments or has been declared bankrupt, or has ceased its business activity, whether it is in liquidation or receivership, all Agreements concluded with the Contracting Party will be terminated unless Boels informs the Contracting Party within a reasonable time that it requires compliance with said Agreements(s), in whole or in part. In this case, Boels will have the right to suspend fulfilment of the Agreement(s) in question without being required to provide a notice of non-fulfilment of the contractual obligation until sufficient guarantees of the successful outcome of payments are provided, without prejudice to any other right in favour of Boels.

16.8 In each of the cases described in sub-sections 6 and 7, all claims by Boels against the Contracting Party will be effective and due and payable in full immediately. The Contracting Party will return the rented equipment promptly, and Boels will have the right to access and enter the offices and buildings of the Contracting Party in order to take possession of the equipment in question. All related expenses and/or incurred by Boels as a result of these actions will be charged to the Contracting Party.

16.9 In accordance with Article 1456 of the Italian Civil Code, it is expressly agreed that Boels has the right to terminate the Agreement if the Contracting Party and/or its representatives:

- A) do not comply with the use described in Article 10
- B) violate the prohibitions imposed on the Contracting Party as set forth in Articles 10 and 11 (sub-contracting of the hired equipment, etc.)
- C) fail to fully observe the procedures and conditions set forth in Article 16 with regard to the payment of amounts due.
- D) violate the prohibitions or fail to comply with the obligations set forth in Articles 12 and 14 on the condition of equipment (and) alterations, maintenance and storage, and concerning the right to access and inspect by the lessor or a designated person.
- E) do not enter into or extend the insurance described in Article 19. Termination of the Agreement may be invoked by Boels even where only one of the circumstances mentioned above occurs. Termination will apply de jure and will become effective following notification thereof by registered letter. Boels has the right, however, to not exercise its right to terminate the Agreement and to pursue its fulfilment. In the event of termination of the Agreement, the Contracting Party must return the equipment immediately, and in the event of non-compliance, Boels has the right to collect it through its representatives at the expense of the Contracting Party, wherever it may be, without any procedural formalities and without any limitation whatsoever. The Contracting Party will not take any action to hinder recovery operations, and will allow access to the places where the equipment is located. Boels will retain any amounts already received and will have the right to demand amounts owed by the Contracting Party for overdue payments, deterioration of the equipment, the supply of parts, wear and tear in excess of the usual amount, repairs and any other reason.

17. Force Majeure

17.1 If Boels is unable to satisfy its obligations towards the Contracting Party due to force majeure, the fulfilment of the contractual obligations will be suspended for the duration of the force majeure, up to a maximum of 30 months. After two months have passed, both parties will be entitled to terminate the Agreement in whole or in part by notifying their decision in writing.

17.2 Boels will not be obliged to pay any compensation to the Contracting Party if it has been unable to satisfy or fulfil its obligations properly and punctually due to force majeure.

17.3 The term "force majeure" will mean any circumstance beyond the control of Boels, the extent and nature of which do not allow Boels to reasonably fulfil the Agreement. Among the causes are: strikes, riots, wars and other unrest, boycotts, embargoes, natural disasters, epidemics, lack of raw materials,

transport disruption and impediments, extreme meteorological conditions, fire, mechanical failure, disruptions in activities at Boels, problems with suppliers and/or any and all government measures.

18. Reservation of Property Rights and Guarantees

18.1 The hired equipment remains the property of Boels in all cases, whatever the terms and duration of the Agreement. If the Contracting Party intentionally takes possession of the rented equipment, said action will be deemed to constitute the crime of misappropriation. The Agreement will not be extended if the Contracting Party does not return the rented equipment punctually. The Contracting Party will, however, continue to bear the entire risk in this regard.

18.2 The Contracting Party is not allowed to dispose of, pledge or otherwise encumber the rented equipment for the benefit of third parties unless Boels has given its prior written consent.

18.3 The Contracting Party will inform Boels in Writing, if the equipment is confiscated or is the subject of any claim, in whole or in part. The Contracting Party will inform Boels if it is aware of a possible seizure of the equipment. The Contracting Party must also inform Boels of the place where the property in question is located at the time Boels first requests it to do so.

18.4 If the hired equipment or a part of it attached or if the Contracting Party is granted a suspension of payments or is declared bankrupt, the Contracting Party will immediately inform the court bailiff demanding the attachment, the administrator or the trustee of the rights of Boels, including its property rights.

18.5 If there are good reasons to believe that the Contracting Party has not satisfied its obligations, the Contracting Party will be requested to provide sufficient guarantees when first requested to do so by Boels in the form presented by Boels, and to complete said guarantees by satisfying all its obligations. If the Contracting Party fails to satisfy said demands, Boels will be entitled to suspend the fulfilment of its obligations.

18.6 If the Contracting Party fails to fulfil a request pursuant to sub-section 5 within eight days after receipt of a written request to do so, the provisions of Article 16.8 will apply will apply.

18.7 Except if otherwise agreed by the parties in Writing, the Contracting Party will pay a separate security deposit for each Agreement. The amount of the security deposit will be determined in proportion to the length of the rental and the value of the rented equipment. If the Contracting Party wishes to enter the Agreement, it will be required to pay a new security deposit no later than the first day of the extension.

18.8 If the Contracting Party fails to pay the deposit in a timely manner, Boels will have the right to terminate the Agreement unilaterally without precluding any rights to compensation it may have.

18.9 The Contracting Party may not consider the deposit to be a pre-payment of the rental price or the reimbursement of any risk of damage, theft, misappropriation of the rented equipment. Nonetheless, at the termination of the Agreement, Boels will be entitled to deduct any amount due by the Contracting Party from the security deposit. The security deposit will only be refunded after it has been verified that the Contracting Party has fulfilled all its obligations.

19. Insurance and Damages Payment Plan

19.1 In accordance with Article 11, the Contracting Party will be liable for any damage to or theft of the rented equipment during the rental period, regardless of its actual fault. The Contracting Party must take all measures to prevent the theft of the hired equipment in fulfilment of its obligation to return it. It is not possible to be held liable for this obligation even in the event of unforeseen circumstances or due to actions of third parties.

19.2 The Contracting Party assumes the risk described above in accordance with the following plans. It may not be possible to enter into one or both of the following plans for all equipment. In principle, the Contracting Party must enter into the damage settlement plan(s) in relation to the rented equipment where it is not authorized to offset any amount or to suspend any payment obligations without the prior written permission of Boels.

19.3 With regard to the specific content and rates, Boels refers to the terms and conditions governing said plans, which are registered at the Chamber of Commerce of Milan. Said conditions are available at all Boels branches and can be viewed at www.boels.com. A copy will be sent upon request.

A. Damage Settlement Plan for Natural and Legal Persons

19.4 In order to protect both private renters and those who rent on a commercial basis against the unexpected costs that may arise due to damage that may occur to rented equipment that is the subject of rental, Boels may require the Contracting Party to settle any damage to the rental equipment in advance through a damage settlement plan. Coverage through this plan only applies to the Contracting Party. Damage caused by fire, theft, unprofessional and/or negligent use and/or other acts of negligence, defects, breakage or damage to "table top" items (porcelain, glass and ceramics), and articles belonging to third party lessors will not be covered by the damage settlement plan.

19.5 A supplement equal to 10% of the rental cost will be due for the damage settlement plan unless a different percentage is agreed in Writing. An excess, which will depend on the value of the hired equipment, applies to said plan.

B. Coverage Plan in the Event of Fire or Theft

19.6 Only legal entities may avail themselves of the plan in the event of fire or theft, which covers damage caused by fire or theft, except for damage caused by intentional acts or omissions or premeditated and/or negligent lack of care, unauthorized sub-hiring or providing the rented equipment to third parties, damage to articles belonging to third party lessors or where the Contracting Party is entitled to compensation pursuant to an insurance policy. The plan in the event of fire or theft does not apply to the rental of equipment for events.

19.7 The basis for the surcharge for inclusion in the plan in the event of fire or theft is a percentage of the rental price. An excess, which will depend on the value of the rented equipment, applies to said plan.

C. Insurance

19.8 If the Contracting Party wishes to take out insurance on the rental equipment, Boels has the express right to request that the Contracting Party include Boels as a beneficiary of the insurance or send Boels confirmation of the coverage. Any excess will be the responsibility of the Contracting Party.

19.9 If a system of acceptance by the Contracting Party's principal applies to the all-risk insurance policy, the Contracting Party hereby declares in advance that Boels is entitled to rights under the insurance policy. Any excess will be the responsibility of the Contracting Party.

20. Final Provisions: Applicable Law and Choice of Jurisdiction

20.1 If any provisions in these Terms and Conditions of Rental or in a Contract are void or voidable, they will not affect the validity of the remaining provisions. Boels and the Contracting Party must replace provisions that are null and void or declared to be null and void with legally valid provisions that have the same meaning and content as the provisions that are null and void or declared to be null and void.

20.2 Any disputes or disagreements will be settled by the Court of Milan and/or in the jurisdiction of the branch or branch office of Boels in case of Contracting Party B; in case of Contracting Party A rules of the Consumer Code shall apply.

20.3 If Boels does not wish to appeal to the court identified in the previous Article for any reason, Boels – and only Boels – may have recourse to arbitration in accordance with the arbitration rules of the Chamber of Commerce of Milan. The Arbitration Panel will be composed exclusively of arbitrators appointed in accordance with the rules of the Chamber of Commerce of Milan, who will decide according to equity, in compliance with the mandatory provisions of Article 806 et seq. of the Code of Civil Procedure. In such a case, the Contracting Party or its assignee will not have the right to lodge any objection.

20.4 In the event of a disagreement on the interpretation of this text of the Terms and Conditions of Rental, the Italian text will be binding.

20.5 Since this document refers to the provision of services that are subject to VAT, it will be registered at a flat fee pursuant to Article 38 of Presidential Decree no. 634 of 26/10/72. 20.6 The Contracting Party will be liable for the obligations to pay direct or indirect taxes and charges, without exception, whether present or future, relating to or deriving from this document, until the credit obligation arising out of this document has been completely extinguished by the Contracting Party in favour of Boels.

Date _____

Contractor _____

Pursuant to, and in accordance with articles 1341 of the Italian Civil Code, the Contracting Party acknowledges and expressly accepts articles 5.3-5.4-5.5-6.8-6.9-7.3-7.4-7.5-8.1-8.2-8.7-10.1-11.2-11.4-11.5-11.8-11.9-11.12-13.1-13.2-13.3-13.4-14.1-14.2-14.3-14.4-14.5-14.6-14.7-14.8-14.9-14.10-14.11-14.12-14.13-14.14-14.15-14.16-14.17-14.18-14.19-14.20-20.3

Date _____

Contractor _____