

RENTAL TERMS AND CONDITIONS OF HEERING

(ONLY APPLICABLE FOR SEMI-TRAILERS)

1 Definitions

- 1.1 Semi-Trailer Rental Agreement or Rental Agreement or Agreement:
shall mean the agreement between the Lessee and Heering for the rental and/or provision of semi-trailer(s) and/or equipment by Heering to Lessee.
- 1.2 Lessee:
shall mean any natural person or business entity who enters into an agreement with Heering with respect to the rental or lease of vehicle(s), semi-trailer(s) and/or equipment from Heering.
- 1.3 Hired object:
shall mean the semi-trailer and/or other equipment which is the subject of a Rental Agreement and which is specified in such Rental Agreement.
- 1.4 Heering:
shall mean Heering B.V. with its registered office in Vaassen, The Netherlands listed in the Trade Register of the Chamber of Commerce under number 08125998 together with its affiliated companies.
- 1.5 Party or Parties:
shall mean Heering and Lessee, individually or collectively.
- 1.6 Terms and Conditions:
shall mean these Rental Terms and Conditions of Heering.

2 Applicability

- 2.1 These Terms and Conditions apply to all offers of Heering and exclusively govern the relationship between Heering and Lessee, and any Agreement or other agreements between Heering and Lessees, and any subsequent amendment to any agreement or the Agreement. These Terms and Conditions shall be applicable even if Heering uses third parties to provide Hired objects.
- 2.2 No other terms and conditions shall be binding upon Heering unless accepted by it in writing. Heering expressly rejects any general terms and conditions used by Lessee. Additional or different terms and conditions contained in or referred to in any purchase order issued by Lessee will not be binding on Heering.
- 2.3 Heering reserves the right to amend these Terms and Conditions at any time. New or amended general terms and conditions shall be applicable upon receipt by Lessee.
- 2.4 In case of inconsistencies between the terms of an Agreement and those contained in these Terms and Conditions, those in the Agreement shall prevail.

3 Offers and Acceptance

- 3.1 All offers of Heering are non-binding and may be revoked at any time, unless Heering stated otherwise in writing. Any amendments made by Heering in writing shall entail a new offer, automatically revoking the

previous offer. Any amendments by Lessee of a Heering offer will be deemed a new offer by Lessee, which Heering may accept or reject in its sole discretion. Offers will only be deemed accepted by Heering if it does so in writing.

- 3.2 All information, data or undertakings provided verbally or in documentation, price lists or other material related to Hired objects, whether in electronic or any other form, are binding only to the extent that they are by reference expressly included and confirmed in writing in the Agreement with Heering.

4 Prices and Taxes

- 4.1 Unless stated otherwise in writing by Heering, all prices are based on delivery EX WORKS Heering, Vaassen, The Netherlands (Incoterms® latest version). Configurations and prices of Hired objects are subject to change at any time
- 4.2 The prices or fees quoted are in Euros, or in another currency if stated by Heering in writing. Lessee shall bear any exchange rate risk, unless otherwise agreement in writing.

5 Payment

- 5.1 Lessee will be under the obligation to timely pay the agreed consideration ('rental charge') and other costs ensuing from the Agreement to Heering. If a payment term is included in the Agreement, this term needs to be observed. If no specific term is included, a payment term of fourteen (14) days after receipt of the applicable invoice sent by Heering will apply.
- 5.2 Where payment is not received by Heering within the terms set forth in this article, interest shall be owed at a rate of 1.5% a month, with effect from the first day following expiration of the payment term referred to in this article; part of a month shall be considered a full month.
- 5.3 Payments made by Lessee shall always be used first to meet all the interest and costs owed and subsequently for the settlement of claims under the Agreement which have remained outstanding for the longest period of time, even when Lessee specifies that the payment relates to another claim.
- 5.4 Lessee shall not be entitled to refuse to discharge or to suspend the discharge of its payment obligations on account of alleged disturbance of, defect or Error in the Hired objects and/or Services or on any other account whatsoever.
- 5.5 If Heering believes that Lessee's financial position and/or payment performance justifies such action, Heering has the right to demand that Lessee immediately furnish security in a form to be determined by Heering and/or make an advance payment. If Lessee fails to furnish the desired security, Heering has the right without prejudice to its other rights, to immediately suspend performance (including but not limited to delivery of Hired object(s) and/or Service(s)) and/or the further execution of the Agreement, and that which

Lessee owes to Heering for whatever reason will become immediately due and payable.

- 5.6 Lessee shall be liable for all fines, penalties, (road)taxes, duties, costs and charges incurred during the term of the Rental Agreement, as well as all amounts which Heering incurs to collect payment, including without limitation, collection agency fees, reasonable attorneys' fees and arbitration or court costs.

6 Lead Times, Implementation, Risk of Loss, Services

- 6.1 Heering shall deliver the Hired objects in accordance with the Agreement. Delivery and/or development times and dates are merely estimates, as well as lead times or any other deadlines, and Heering cannot be held liable for any damages as a result of delay in delivery of the Hired objects. Unless otherwise agreed in writing, failure to meet delivery times or delivery dates stated shall never be considered fatal, and if the time for delivery is exceeded, Lessee shall not be entitled to cancel or terminate the Agreement, or to claim any damages.
- 6.2 If any delivery period or lead time risks to be exceeded, Heering will inform Lessee as soon as reasonably possible and the Parties will enter into consultations in order to determine a new delivery period.
- 6.3 Heering is entitled to engage the services of third parties for the execution of an Agreement. Heering is entitled to make partial deliveries.
- 6.4 Unless agreed in writing differently, delivery of Hired objects shall be made EX WORKS Heering, Vaassen, The Netherlands (Incoterms 2010). Lessee must accept delivery of Hired objects during normal business hours within one week of notification in writing by Heering.
- 6.5 The hired object(s) are used equipment which is/are made available on the basis of "AS IS WHERE IS". This means that Lessee shall have the risk of breakdown or malfunction of the Hired object(s). Heering does not give any guarantee or warranty with respect to the Hired object(s).
- 6.6 Maintenance is not included in the Rental Agreement. Lessee is responsible for 'user' service and maintenance in view of daily operations (such as but not limited to tires, lubricants etc.). Replacement of tires is for Lessee's account.
- 6.7 Heering does not guarantee the availability of the Hired object(s).
- 6.8 Lessee understands and agrees that downtime or malfunction of the Hired object(s) is for Lessee's risk and account.

7 Intellectual Property Ownership and Right of Use

- 7.1 All intellectual property rights, e.g., patents, copyrights, trademarks, designs, models, know-how and all proprietary and/or commercial rights and trade secret rights, tools, documentations, etc., in relation to the Hired objects, including modifications thereto, delivered and/or used by Heering, are owned by Heering or its

licensor(s). No transfer or other grant of rights is given to Lessee, unless explicitly stated in writing.

8 Lessee's Cooperation and Awareness

- 8.1 Lessee will be held to act with due care and diligence in respect of the Hired object, as well as use the Hired object in accordance with its designated use. In the event that no further arrangements have been made concerning the designated use, the Hired object will be designated to be used as a means of transport on behalf of goods. In this respect, Lessee will expressly not be allowed to transport illegal goods.
- 8.2 Lessee will strictly comply with all regulations concerning the use of the Hired object issued by the manufacturer and/or Heering expressly including the regulations concerning (the manner of) loading. Lessee will also exclusively deploy competent staff in the use of the hired object. Lessee will not excessively pack the goods to be transported together or load the Hired object in an unbalanced way and Lessee will not transport goods that cause damage to the Hired object.
- 8.3 In the event that measures, adjustments to the Hired object or additional permits are required for (an efficient) use of the Hired object, these must be carried out/applied by Lessee to its account and risk. To this end, Lessee will always need the prior written consent of Heering.
- 8.4 Lessee may only deploy the Hired object for activities within the boundaries of the Member States of the European Union, including the Swiss Confederation, Norway and the United Kingdom.
- 8.5 Lessee must at all times be able to prove the location of the Hired object at the request of Heering.
- 8.6 Lessee is not allowed to rent out the Hired object or to give it in use to third parties in any other way, to pledge the Hired object, to establish (have established) any restricted right thereto or to transfer the rights from the Agreement.
- 8.7 Without the prior written permission of Heering, Lessee is not allowed to make any changes to the Hired object. Any change will be considered a change or addition that cannot be undone without significant costs within the meaning of section 214 Book 7 Dutch Civil Code. In case Lessee acts in breach of this provision, Heering will be entitled to return the Hired object to its original condition at the expense of Lessee. All damage to the Hired object that is the result of making changes will be fully recovered from Lessee.
- 8.8 All taxes, excise duties, fees, customs duties and other levies due in relation to the use of the Hired object will be to the account of Lessee. Insofar as these have been charged to Heering, Heering will charge them on to Lessee.
- 8.9 Lessee is held to check the Hired object daily and to carry out daily maintenance at the expense of Lessee. Daily checks and daily necessary maintenance will in

any case include but without any limitation, check and if necessary repair/replace and adjust the wheel nuts, tyre tension, lighting, oil level and level of other fluids and other technical matters. Furthermore Lessee is held to regularly wash and clean the Hired object both inside and outside.

- 8.10 Prior to using the Hired object(s), Lessee shall take all necessary precautions such as conducting tests and to take measures it considers necessary and appropriate under the circumstances. Lessee is responsible for obtaining information and documentation on the possible consequences of using the Hired object(s), as well as the compatibility of the Hired object(s) with other components. Further Lessee shall itself, as an informed professional, assess the consequences of a possible malfunction of the Hired object(s) and Lessee shall put in place processes and back-up procedures, including a technical back-up redundancy, in order to minimize the consequences of any malfunction.
- 8.11 Lessee acknowledges that the Hired object(s) itself will not guarantee the integrity of the cargo transported and that an entire solution will be needed to ensure that integrity. Lessee is aware that the Hired object(s) is/are designed and fitted for the transport of day-old chicks. However Heering can not and does not guarantee the fitness of the Hired object alone for such kind of transportation. Therefore, an air conditioned and ventilated chain solution for transportation is required including a back-up redundancy.
- 8.12 Lessee represents and warrants that it has put in place a full solution ensuring the maintenance and the homogeneity of the temperature and compensate for any malfunction of the Hired objects. Lessee undertakes to maintain the Hired object(s) in a proper, timely and adequate manner. Lessee undertakes to enter into adequate maintenance agreement(s) for the Hired object(s) and to ensure that preventive visits be made on a periodic basis at least once a year.
- 8.13 Lessee shall take out all necessary insurance to cover the risks related to the use of the Hired object(s), especially with respect to the cargo transported with or in combination with the Hired object(s).

9 Confidential Information

- 9.1 Confidential Information means (i) the existence and terms of any agreement between the Parties and (ii) any non-public, confidential or proprietary information relating to a disclosing Party, whether or not technical in nature, including any that is designated by the disclosing Party as Confidential Information at the time of its disclosure, either by a written or visual confidentiality designation, or otherwise if such information would, under the circumstances, appear to a reasonable person to be confidential or proprietary. Notwithstanding the foregoing, Confidential Information does not include information, technical data or know-how which: (i) is in

the public domain at the time of disclosure or becomes available thereafter to the public without restriction, and in either case not as a result of the act or omission of the receiving Party; (ii) is rightfully obtained by the receiving Party from a third party without restriction as to disclosure; (iii) is lawfully in the possession of the receiving Party at the time of disclosure by the disclosing Party and not otherwise subject to restriction on disclosure; (iv) is approved for disclosure by prior written authorization of the disclosing Party; or (v) is developed independently and separately by either Party without use of the disclosing Party's Confidential Information.

- 9.2 Each Party agrees that it will safeguard the confidentiality of the Confidential Information supplied by the other Party and that it will observe the same due care with respect to such information as it would observe with respect to its own Confidential Information. The other Party shall not sell, copy and/or distribute in any way Confidential Information to third parties, without disclosing Party's prior written consent, which consent may be granted or withheld in such Party's sole and absolute discretion.
- 9.3 Each Party agrees that it will restrict the circle of employees or third parties it retains who have access to the other Party's Confidential Information as much as possible and provide such access only on a need to know basis and after binding such employees and third parties to the same level of confidentiality as set forth in these Terms and Conditions.
- 9.4 Immediately following the receipt of a written request to this effect by the disclosing Party the receiving Party will return any and all Confidential Information received from the disclosing Party or destroy such Confidential Information, if the disclosing Party so requests.

10 Duration, Termination and Suspension of Performance

- 10.1 The duration of the Agreement shall be as stated in the Rental Agreement. Such term shall automatically renew for the same period unless one Party notifies the other Party in writing, with a notification period of one (1) week before the expiration date of the initial or extended period, that it will terminate the Agreement.
- 10.2 Upon termination of the Rental Agreement, Hirer shall immediately return the Hired object(s) to Heering or, at Heering's option, make the Hired object(s) available to Heering in the same condition as at the start of the Rental Agreement subject to normal wear and tear at Heering's sole determination.
- 10.3 Lessee is not entitled to terminate the Agreement for convenience and Lessee waives any such rights it might have under applicable law.
- 10.4 If Lessee believes that Heering has failed to perform under the Agreement, it must notify Heering in writing

- within 5 (five) working days after the default has been discovered or should have been discovered.
- 10.5 If Lessee fails to make payment of any amount due on the due date or Lessee otherwise fails to perform its obligations under the Agreement or these Terms and Conditions, or if Heering reasonably expects that Lessee will not fulfill its obligations, Heering may in its sole and absolute discretion suspend performance under its Agreement with Lessee and/or terminate the Agreement (in whole or part), with immediate effect, without being liable for any damages to Lessee.
- 10.6 Notwithstanding the above and without any obligation to return any service fee or prepaid expenses, Heering may terminate its relationship with Lessee, or may terminate or suspend Heering's delivery of Hired objects and/or Services or further performance under the Agreement at any time: (i) if Lessee is in breach of these Terms and Conditions and/or the Agreement; (ii) if Heering reasonably suspects that Lessee is using Hired objects and/or Services to breach the law or infringe third party rights; (iii) if Heering reasonably suspects that Lessee is trying to unfairly exploit or misuse the complaint policy, or any of Heering's policies; (iv) if Heering reasonably suspects that Lessee is using Hired objects and/or Services fraudulently, or that Hired objects and/or Services provided to Lessee are being used by a third party fraudulently; (v) for a force majeure event that continues for more than ten (10) days upon notice; (vi) if Lessee fails to pay any amounts due to Heering; (vii) if required due to change in laws/regulation by a regulator or authority with a lawful mandate, or by any of Heering's partners; (viii) in respect to a particular Heering Hired object and/or Service, upon thirty (30) days' notice if Heering decides to cease offering that Hired object and/or Service; (ix) in case Lessee terminates or suspends all or a substantial portion of its business activities, becomes insolvent, admits its inability to pay its debts, or in case of the voluntary or involuntary filing of a petition for or adjudication of bankruptcy of Lessee, the appointment of a receiver, trustee, custodian or liquidator, or any act of action constituting a general assignment by Lessee of its properties and/or interest for the benefit of creditors; (x) an attachment is levied on the goods of Lessee; (xi) Lessee is liquidated or discontinued; and/or (xii) Lessee is in violation of any applicable laws or regulations.
- 10.7 Upon suspension and/or termination, all invoiced sums will become immediately due and payable. In the event of suspension of performance by Heering, Heering may at its sole discretion resell any Hired objects and/or Services ordered by Lessee, at a public or private sale without notice to Lessee and without affecting Heering's rights to hold the Lessee liable for any loss suffered or damage caused.
- 11 No Repairs, No Maintenance and No Warranty**
- 11.1 Heering does not warrant or guarantee that its Hired objects or Services comply with any or all laws and regulations in Lessee's jurisdiction. It is the Lessee's sole responsibility to review and ensure that the Hired objects and Services can be used in the Lessee's home jurisdiction.
- 11.2 MAINTENANCE IS NOT INCLUDED IN THE RENTAL AGREEMENT. LESSEE IS RESPONSIBLE FOR 'USER' SERVICE AND MAINTENANCE IN VIEW OF DAILY OPERATIONS (SUCH AS BUT NOT LIMITED TO: TIRES, LUBRICANTS ETC.). THE HIRED OBJECT(S) ARE USED EQUIPMENT WHICH IS/ARE MADE AVAILABLE ON THE BASIS OF: "AS IS WHERE IS". THIS MEANS THAT LESSEE SHALL HAVE THE RISK OF BREAKDOWN OR MALFUNCTION OF THE HIRED OBJECT(S). HEERING DOES NOT GIVE ANY GUARANTEE OR WARRANTY WITH RESPECT TO THE HIRED OBJECT(S). LESSEE UNDERSTANDS AND AGREES THAT DOWNTIME OR MALFUNCTION OF THE HIRED OBJECT(S) IS FOR LESSEE'S RISK AND ACCOUNT.
- 11.3 LESSEE IS AWARE AND ACCEPTS THAT HEERING WILL NOT REPAIR OR REPLACE ANY DEFECTIVE HIRED OBJECT.
- 11.4 Any faults or damages arising from faulty, careless, or improper treatment, faulty and unauthorized commission, insecure or over-loading, insufficient bolted loads, compressing the load when braking, hazardous, chemical and/or corrosive Hired objects and/or substances, improper storage or unloading, and unauthorized use or misuse of Hired objects, is for Lessee's sole risk and account.
- 11.5 To the maximum extent permitted by applicable law, Heering, its licensors, third party suppliers, and affiliates hereby disclaim all warranties, conditions, claims or representations with respect to the Heering Hired objects whether express, implied or statutory or otherwise, including but not limited to implied warranties or conditions of merchantability, quality, non-infringement, compatibility or fitness for a particular purpose. No advice or information, whether oral or written, obtained from Heering or elsewhere will create any warranty or condition not expressly stated in these Terms and Conditions.
- 12 Liability, Limitation of Damages and Indemnification**
- 12.1 Lessee will be liable to Heering for all damage to the Hired object.
- 12.2 Lessee indemnifies Heering for and against all penalties/fines imposed on Lessee by acts or omissions of Lessee.
- 12.3 Heering will not be liable for damage as a result of a defect and in the event of a defect Lessee cannot claim any rental charge reduction and setoff. In this respect, in addition to direct damage, damage will expressly include

- consequential damage such as but without any limitation direct trading loss, loss of profit, business interruption loss and production loss, as well as personal injury.
- 12.4 If, despite the provisions in this article, Heering is liable for any damage incurred by Lessee, the maximum compensation of damages to be paid will never be higher than the lower of (i) the amount paid out by the insurer of Heering or (ii) the total rental fees in the period of 6 months prior to the relevant incident.
- 12.5 The provisions included in these Terms and Conditions to exclude or limit the liability will also apply to all those that are involved in the execution of the Rental Agreement whether or not on behalf of Lessee.
- 12.6 If Heering in the execution of the Rental Agreement makes use of the services of third parties, Heering will also have the provisions applied by such third party at its disposal in the relation to Lessee to fend off or limit liability. This provision will also apply if Lessee is or was not aware of the content of these provisions.
- 12.7 If Lessee, notwithstanding the provisions in these Terms and Conditions, engages third parties in the execution of the Rental Agreement, Lessee will be fully liable for any damage incurred by Heering as a result of the acts and/or omissions of such third parties, even if Lessee has limited or excluded its liability with respect to Heering.
- 12.8 Lessee will be fully liable for damage to or theft of the Hired object. An insurance entered into by Lessee with an external party does not detract from this liability. Lessee will at all times be the first and only point of contact for Heering. Guiding principle for determining the height of the compensation of damages to be paid by Lessee to Heering is the replacement value of the hired object at the time that the fact occurred that caused the damage. Heering will send Lessee an invoice to this amount. Until the time of payment of this invoice, Lessee will be held to a usage fee to be paid equal to the most recently applicable rental charge.
- 12.9 In the event of damage, theft and/or loss of a Hired object, Lessee must promptly inform Heering in writing whereby Lessee will make all available information and/or data in respect of the damage, theft and/or loss of the hired object available to Heering.
- 12.10 Heering disclaims any and all responsibility or liability in relation to Hired objects. Neither Heering nor its officers or affiliates may be held liable whether in contract, warranty, tort (including negligence), or any other form of liability for any claim, damage, or loss, (and Lessee hereby waives any and all such claims or causes of action), arising from or relating to all such Hired objects.
- 12.11 Lessee is solely responsible and liable for all use of the Hired objects, even if such activities were to occur without Lessee's permission. Heering disclaims any and all responsibility or liability in relation to the acts and omissions of Lessee's users while using the Hired objects. Neither Heering nor its officers or employees or affiliates may be held liable whether in contract, warranty, tort (including negligence), or any other form of liability for any claim, damage, or loss, (and Lessee hereby waives any and all such claims or causes of action), arising or relating to all such acts and omissions. In no event shall Heering be liable for (including but not limited to): (i) failure, damage or repairs due to faulty installation, misapplication, abuse, none or improper servicing, unauthorized alteration, improper operation or use other than as indicated in the relevant operator's manual, (ii) failure, damage or repairs due to theft, vandalism, accident or any other condition beyond Heering's control, (iii) damages resulting from corrosion, physical or chemical effects of liquids, gases or other materials used with the Hired objects, (iv) damages resulting from the use of any refrigerant other than that specified for the Hired objects, (v) any acts or omissions of Lessee or third parties, and (vi) labor or other costs incurred for diagnosing, repairing, removing, installing, shipping, servicing or handling of defective Hired object(s) or replacement of Hired object(s).
- 12.12 In no event shall Heering, its affiliates or its licensors be liable, however caused and whether arising under contract, warranty, tort (including negligence), Hired object liability or any other form of liability, for any indirect, incidental, special, punitive or consequential damages, or any loss of income, business, sales, revenue, Hired objection, profits (whether actual or anticipated), loss of or corruption to data, or interruption of business.
- 12.13 The remedies as stated in these Terms and Conditions are the only remedies available to Lessee. Any (other) liability of Heering for damages, loss and/or costs as a result of defects, Errors, damage to or caused by or loss of Hired object including delay in delivery, is excluded.
- 12.14 Any cause of action against Heering, regardless whether in contract, tort or otherwise, shall be permanently time-barred and all rights will expire unless legal proceedings have been initiated before a competent court within one (1) year after the date of notification of availability in accordance with article 6.4 above.
- 13 Indemnification**
- 13.1 Lessee agrees to indemnify, defend and hold Heering, its present and future officers, directors, shareholders, employees, agents and its affiliates harmless from and against any and all claims, demands, losses, damages, penalties, liability and costs by Lessee, including reasonable attorney's fees, in connection with or arising out of any use of Hired object(s) or in connection with this Agreement or the (non)compliance or violation of any applicable law or regulation in the country or region where the Hired object is registered or used.

13.2 Lessee agrees to indemnify, defend and hold Heering, its present and future officers, directors, shareholders, employees, agents and its affiliates harmless from and against any and all claims and threatened claims by any third party, including employees of Lessee arising out of, under or in connection with (i) the death or bodily injury of any third party, including any agent, employee of Lessee, business invitee or business visitor of Lessee, or (ii) the damage, loss or destruction of any tangible personal or real property of any third party including employee of Lessee.

14 Ownership

Heering always retains the ownership of and/or legal title to the Hired object(s).

15 Insurance and damage to Hired object

15.1 Lessee is responsible to adequately insure the Hired object against loss and/or damage (All Risk-insurance) and third party liability and to keep it adequately insured during the term of the Rental Agreement. Heering must be included as coinsured party in the insurance policy.

15.2 An adequate insurance means a Civil Liability Insurance (Motor Vehicles) in accordance with Guideline 2005/14/EC and/or mandatory rules in the country of registration of the Hired object, with coverage against theft, damage and loss. Lessee will be under the obligation to submit proof of this insurance with Heering. Non-compliance with this obligation qualifies as an attributable failure.

15.3 If the Hired object is damaged or damage is caused by or with the Hired object, Lessee will be held to report this damage promptly to Heering but at least within 48 hours after the damage arose. Hereby Lessee must communicate all data and forms relating to the occurrence of the damage - including in any case the data of the person responsible for the damage, the damage form and photographs possibly with police reports and witness testimonies, to Heering.

15.4 In the event that the occurrence of the damage is due to Lessee, Lessee will be held to compensate Heering for this damage.

16 Severability

If any provision of these Terms and Conditions, the Agreement or any other agreement between the Parties, is held to be null, void or otherwise ineffective or invalid by a court of competent jurisdiction, (i) such provision shall be deemed to be restated to reflect as nearly as possible the original meaning of the terms or agreement in accordance with applicable law, and (ii) the remaining terms, provisions, covenants and restrictions shall remain in full force and effect.

17 Force Majeure

Force Majeure is considered any event beyond the reasonable control of a Party, including but not limited to industrial disputes, strikes, shortage of supplies and materials, fire, war, epidemics, extreme weather, acts of God, terrorist attacks or threats, embargo, import and export restrictions and any act or order of a competent government authority. In case of Force Majeure, Heering is entitled to suspend any performance until the Force Majeure event(s) have disappeared. Heering will not be liable for any delay in performing or failure to perform and Heering will not be liable for any damages as a result of Force Majeure. Heering will notify Lessee promptly in writing of the reasons for the delay or stoppage (and the likely duration) and will take all reasonable steps to overcome the delay or stoppage.

18 Assignment

Lessee is not permitted to assign, delegate or otherwise transfer the Agreement or any rights hereunder to any other party. Heering is permitted to assign the Agreement or any rights or obligations hereunder to a third party upon prior notice to Lessee.

19 Entire Agreement

The Agreement and these Terms and Conditions contain the entire agreement between Heering and Lessee regarding Lessee's purchase of the Hired objects and/or Services, and supersedes and replaces any previous communications, representations or agreements, or Lessee's additional or inconsistent terms, whether oral or written.

20 No Waiver

The failure to exercise, or delay in exercising, a right, power or remedy provided by the Agreement or these Terms and Conditions or by law shall not constitute a waiver of that right, power or remedy. If Heering waives a breach of any provision of these Terms and Conditions or the Agreement, this shall not operate as a waiver of a subsequent breach or that provision or as a waiver of a breach of any other provision.

21 No Beneficiaries

Any agreement between the Parties is for the sole benefit of the Parties thereto and, except as otherwise contemplated therein, nothing therein expressed or implied shall give or be construed to give any person, other than the Parties thereto, any legal or equitable rights thereunder.

22 Injunctive Relief

Lessee acknowledges that Heering may suffer irreparable injury in case of breach of the obligations under Articles 5, 7 and 9. Accordingly, in the event of such breach, Lessee acknowledges that Heering will be

entitled to injunctive relief in any court within the jurisdiction of Lessee.

23 Governing Law and Jurisdiction

Unless stated otherwise in writing, all Agreements shall be governed by and construed in accordance with the laws of The Netherlands, without giving effect to the United Nations Convention on the Contracts for the International Sale of Goods. With respect to any disputes, the Parties hereby submit to the exclusive jurisdiction of the District Court of Gelderland, location Zutphen, The Netherlands.

Version: 1.3