

Pro Applestar Rental confirmation

By confirming an order or delivery note, the client accepts the applicability of the general trading conditions of the Pro Applestar company, to the exclusion of any general terms and conditions of purchase or otherwise of the client.

Check www.proapplestar.com/generalterms to download:

- The general trading conditions

Without prejudice to any provision of the general terms and conditions referred to above, the client understands and accepts that:

- At all times, the rented goods remain the full property of Pro Applestar or its affiliates as the case may be. The client is liable at all times for damage to, loss or theft of the rented goods until such goods are returned to the warehouse of Pro Applestar. The client will promptly re any damage to, or loss of the rented goods to Pro Applestar. The client will return such goods immediately to Pro Applestar and will compensate Pro Applestar for the costs of repair or replacement and for the loss of rental income during the period required for repair or replacement, to the extent such period exceeds the rental period agreed and paid for by the client.
- The client will insure the goods against damage and loss (including theft) for such time as the goods are at its disposal. Pro Applestar can require the client to provide a copy of the insurance policy and evidence that it is up to date with payments thereunder. If the client does not take out appropriate insurance (or fails to demonstrate this to Pro Applestar), or in case the client requests Pro Applestar to do so, Pro Applestar or any of its affiliates will take out insurance to cover the risks of accidental damage to, loss or theft of the rented goods, subject to the terms and conditions set out in the Special Conditions “Accidental Damage and Theft - Waiver” referred to above.
- The client is personally responsible for all damage caused by materials of Pro Applestar, regardless of their condition. The client will insure itself against such damage caused by its own actions or defects in the materials.
- All rented goods have been inspected in accordance with Dutch legislation. The client is personally responsible for all necessary inspections on site and all licenses and/or authorizations regarding the use of the rented goods.
- The client must verify that he/she receives the rented goods in good condition. The acceptance of goods by the client or its transer without including any remark on the bill of loading, or the receipt, or any other form of confirmation of receipt, serves as proof that the consignment is delivered complete and in good external condition.
- All goods must be returned in original condition: repairs, renovations or other modifications applied by the client or third parties to the goods are expressly prohibited without consent of Pro Applestar, and every potential damage and/or costs resulting therefrom will be recovered from the client.
- Late return of the rented goods is at all times charged to the client and increased with the costs resulting therefrom.
- If Pro Applestar cannot meet its delivery obligations, for whatever reason, Pro Applestar will inform the client thereof as soon as practically possible and will suggest potential alternatives. If these alternatives are not accepted by the client, the client will only have the right to terminate the agreement without incurring any further charges. Any further liability or compensation from Pro Applestar is excluded.
- Without prejudice to any other provision of the general terms and conditions or the provisions mentioned in this price list, Pro Applestar is only liable for the damage caused by its breach of contract (including grave fault) or tort that is directly suffered by the client, and does not exceed an amount equal to the price paid by the client for the goods or services (including rental) that gave rise to the damage. Any other liability of Pro Applestar is expressly excluded, including among others indirect or special damage, damage for loss of profits, loss of contracts, goodwill or reputation, damage to or corruption of data, or any other type of *lucrum cessans* or consequential damage of any kind, in each case howsoever arising and whether arising in or caused by breach of contract (including grave fault) or tort.

- All invoices are payable in cash or bank transfer in advance, unless a specific payment term has been agreed to by Pro Applestar in writing.
- Complaints or disputes must be notified to Pro Applestar in writing by registered letter within 7 business days following the invoice date in order to be considered. Any dispute by the client of any invoice or any part thereof, for any reason whatsoever, does not entitle the client to withhold payment of the due invoices, not even in part.