

Rental conditions of: Nootboom Trading B.V. d.b.a. Nootboom Rental
Baardmeesweg 47
3899 XT Zeewolde, The Netherlands

C.o.C. registration number: 32128015

Article 1: Applicability, definitions

1. These terms and conditions apply to every offer and every sales purchase agreement of movable goods of Nootboom Rental B.V., d.b.a. Nootboom Rental with registered office in Zeewolde, the Netherlands (hereinafter: "Nootboom Rental").
2. Nootboom Rental's opposite party will be referred to hereinafter as "the Lessee".
3. In these general terms and conditions the term "in writing" is understood to mean: by letter, by e-mail, by fax or any other means of communication that, in keeping with the state of technology and according to socially accepted notions, can be considered as equivalent.
4. The term "the Rental Property" in these rental conditions shall be understood to mean: the movable property described in greater detail in the rental agreement that is made available by Nootboom Rental to the Lessee, such as trailers, trucks etc.
5. The possible inapplicability of (part of) a provision of these rental conditions shall leave the applicability of the other conditions intact.
6. In the event of a discrepancy or inconsistency between these rental conditions and a translated version, the Dutch text shall prevail.
7. These rental conditions shall also apply to further agreements or follow-up agreements.
8. If Nootboom Rental has submitted these rental conditions to the Lessee several times, a durable business relationship can be said to exist. Nootboom Rental will then not be required to repeatedly provide the rental conditions in order to have them apply to subsequent agreements.

Article 2: Offer, quotations, prices

1. Every offer and every quotation from Nootboom Rental will remain valid for the period specified therein. An offer of quotation in which no term of validity is indicated is without obligation. In case of a no-obligation offer or quotation Nootboom Rental shall be entitled to rescind this offer or quotation no later than within 2 working days after receipt of the acceptance.
2. A composite quotation will not require Nootboom Rental to rent a portion of the offer included in this quotation in return for a corresponding portion of the rental price.
3. If the offer or quotation is based on information provided by the Lessee and this information proves to be inaccurate or incomplete or is later changed, Nootboom Rental will have the right to adjust the indicated rental prices and/or terms of delivery.
4. The offer, the quotation and the rental prices do not automatically apply for new agreements.
5. The displayed models as well as statements of (technical) specifications, capacities, functionalities, dimensions, weights and other descriptions in brochures, promotional materials and/or on the Nootboom Rental website are as accurate as possible, but shall serve only as an indication. No rights can be derived from them.

Article 3: Conclusion of agreements

1. The agreement is concluded at the moment that it is signed by both parties.
2. Nootboom Rental shall only be bound by:
 - a. verbal agreements;
 - b. additions or changes to the rental conditions or agreement; after written confirmation of this to the Lessee or as soon as Nootboom Rental – without objection of the Lessee – has started to execute the order or agreement.

Engagement of third parties: If Nootboom Rental believes that it is necessary for the proper implementation of the agreement, they can have certain deliveries carried out by third parties.

Article 4: Lessee's obligations

1. The Lessee shall ensure that the rental vehicle is used in conformance with the nature and intended use of the property, carefully and with due consideration for the applicable (traffic) laws. The Lessee shall treat the goods (or have the goods treated) with due and proper care.
2. The Lessee must give the user of the rental vehicle instructions to ensure that he is aware of and shall respect the content of these conditions relevant to him. The Lessee is liable for the acts and omissions of everyone that uses the rental vehicle.
3. The Lessee shall ensure:
 - a. that the instructions of the manufacturer of the rental vehicle or of Nootboom Rental are followed with regard to the type of fuel, lubricants, brake fluid, coolant and other fluids, as well as with regard to the maximum load of the rental vehicle;
 - b. regular checks of the engine oil level, the brake, battery fluid, windshield washer fluid, coolant and other fluids and lubricants etc. and of the inflation pressure, as well as maintaining them at the proper levels.
 - c. that periodic maintenance is carried out in accordance with the maintenance schedule specified by the manufacturer of the rental property or by Nootboom Rental.
4. The costs for the use and the daily maintenance of the rental property, expressly including regular cleaning of the exterior and interior, shall be at the expense of the Lessee.
5. Nootboom Rental shall pass on all fines for traffic violations and/or other violations committed with the rental vehicle to the Lessee, regardless of whether these are imposed on the Lessee, the driver, Nootboom Rental or any other (legal) person. When entering into the lease agreement the Lessee is required to inform Nootboom Rental of the name, address, town/city and date of birth of the driver(s) and to provide copies of their driving licences. If this information is not reported, or not reported correctly to Nootboom Rental, at all times the management board in the Trade Registry of the Chamber of Commerce or, in the absence of a listing in the Trade Registry, the management board of the Lessee at the time of entering into this agreement, will be liable for all penalties imposed. Nootboom Rental can charge administration costs on the penalties recovered from the Lessee.
6. Damage that is the result of improper use, negligence or failure to meet contractual obligations shall be at the Lessee's expense. Any costs of calling in a damage expert shall be at the Lessee's expense.
7. The rental vehicle can only be used in countries in which the Green Card provided with the rental vehicle is valid.
8. The Lessee shall ensure that the rental vehicle is only operated or used by persons authorised by the Lessee to do so and that are qualified to operate or to use that type of equipment.
9. If the Lessee fails to meet his obligations and Nootboom Rental fails to require performance by the Lessee, this will not affect Nootboom Rental's right to require performance at a later date.

Article 5: Deposit

1. Prior to the commencement of the lease period Nootboom Rental has the right to require payment of a deposit. The deposit will be determined in proportion to the agreed upon lease period.
2. If an extension of the lease period is agreed upon, no later than on the first day of the extension the Lessee will be required to pay a new deposit to be specified.
3. If the Lessee fails to pay the deposit promptly, Nootboom Rental can unilaterally end the lease agreement, without prejudice to Nootboom Rental's right to damages.
4. The Lessee may not consider the deposit to be an advance payment on the lease amount owed.
5. At the end of the lease agreement Nootboom Rental can compensate the amounts owed by the Lessee – including an as yet unpaid portion of the lease price and/or compensation of costs that Nootboom Rental is required to incur to return the rental vehicle to the state in which the Lessee received it – with the deposit amount. The deposit amount will be repaid if it has been established that the Lessee has satisfied all of his obligations.

Article 6: Lease period and lease price

1. The lease period and the lease price will be laid down in the agreement.
2. The Lessee shall owe the specified lease price over the entire agreed upon lease period.
3. Delays that arise during the transport of the rental vehicle that are due to circumstances that are reasonably at the risk of the Lessee shall also be included under the lease period. These circumstances shall not lead to a later commencement of the lease period.
4. Moreover the lease period will be extended by every delay in the return of the rental vehicle after the agreed upon period, including the estimated time for repairs, cleaning etc. of the rental vehicle as a result of negligence on the part of the Lessee. Nootboom Rental shall then be entitled – in addition to a payment of the lease price owed for the extension – to claim compensation from the Lessee of all damage suffered by Nootboom Rental.
5. The lease price excludes VAT and any costs, such as transport costs, administration costs and invoices from deployed third parties.
6. If between the date of entering into the agreement and the performance of the agreement (cost) price increasing circumstances take place for Nootboom Rental as a result of changes in legislation and regulations, government measures, currency fluctuations or price changes with respect to the third parties engaged by Nootboom Rental, Nootboom Rental shall be entitled to increase the agreed upon lease price correspondingly and charge these to the Lessee.
7. For long-term agreements Nootboom Rental shall be entitled to increase the rent annually and to charge this to the Lessee. Nootboom Rental shall inform the Lessee of this no less than one month prior to the effective date of the rent increase.

Article 7: Delivery / pick-up of the rental vehicle

1. Nootboom Rental shall determine whether they will deliver the rental vehicle to the Lessee or if the Lessee must pick up the rental vehicle.
2. If Nootboom Rental delivers the rental vehicle, the agreed upon (delivery) terms can never be considered to be mandatory. If Nootboom Rental fails or fails in time to comply with the obligations arising from the agreement, the Lessee must declare Nootboom Rental to be in default in writing, while also granting a reasonable term to comply as yet with this obligation.
3. The Lessee is required to submit the necessary delivery and pick-up instructions promptly to Nootboom Rental. The Lessee must ensure that there is adequate parking space available at the agreed upon delivery address. The Lessee shall ensure that the rental vehicle can be received immediately upon arrival.

Article 8: Use - maintenance – repair

1. The Lessee must make sure to:
 - a. use the rental vehicle in conformance with any operating instructions or instructions for use from the manufacturer or Nootboom Rental or itself possesses sufficient knowledge and experience to use the rental vehicle in the proper manner;
 - b. maintain the rental vehicle in good condition during the lease period. The Lessee is liable for all damage that occurs during the lease period, as well as for loss and theft. The Lessee must also report damage, loss and/or theft to Nootboom Rental immediately after it occurs or after being discovered, indicating all relevant details and followed by a written confirmation of this. Repair of damage and/or defects as well as replacing broken parts can only be carried out by Nootboom Rental or – after being given express consent – at the instruction of Nootboom Rental;
 - c. there is a safe storage or parking place available for the rental vehicle during the lease period.

2. If damage to or defects in the rental vehicle occur beyond the control of the Lessee – in the opinion of Nootboom Rental - the Lessee shall have the right to have the rental vehicle repaired or replaced for the remainder of the lease period. This will be done at the discretion of Nootboom Rental.
3. If it becomes necessary for the rental vehicle to be returned to carry out any repair work, this will be done solely at the expense and risk of Nootboom Rental if the parties have expressly agreed to this. In all instances the transport will be carried out in a manner to be determined by Nootboom Rental.
4. The Lessee is not permitted to make modifications to the rental vehicle without the prior written consent of Nootboom Rental. The costs of the modification or alteration of the rental vehicle, after being granted consent, shall be at the Lessee's expense. At the end of the agreement Nootboom Rental will decide whether or not they wish to have the alterations and/or modifications made by the Lessee removed. If Nootboom wishes to have the modifications removed the Lessee must restore the rental vehicle to its condition at the start of the lease period. The corresponding costs shall be born by the Lessee.
5. Unless expressly agreed otherwise in writing, the Lessee shall not be permitted to use the rental vehicle for the transport or storage of hazardous substances, toxic, explosive or radioactive material or other items that can pose a risk to public health. In case of violation of this prohibition the Lessee shall be liable for all resulting damage, penalties and expenses, regardless of the Lessee's liability to return the rental vehicle to Nootboom Rental in clean and non-hazardous condition.
6. Repair of damage or defects can only be carried out with express prior written consent from, and in a workplace specified by, Nootboom Rental.
7. During the lease period Nootboom Rental shall be entitled to inspect the condition of the rental vehicle and the manner in which the rental vehicle is being used. The Lessee must ensure that Nootboom Rental or its authorised representative is granted access to the rental vehicle.

Article 9: Costs

All costs involved in the use of the rental vehicle, with the exception of those for parts that must be replaced as a result of wear, shall be at the expense of the Lessee. The Lessee must pay all taxes, fees, costs for permits etc. relating to the use of the rental vehicle and, if required, to indemnify and hold Nootboom Rental harmless against this.

Article 10: Complaints

1. Immediately upon picking up or receiving the rental vehicle the buyer must check the property, or have the property checked, for deficiencies, defects etc. The Lessee must report any defects, deficiencies etc. to Nootboom Rental as quickly as possible – but within no more than 24 hours after pick-up / receipt – followed by written confirmation of this. In the absence of such a notification the rental vehicle will be considered to have been delivered to the Lessee free from defects and in undamaged condition. The above-mentioned written confirmation shall be attached as an annex to the agreement insofar as the complaints are not already indicated by the parties in the lease agreement immediately upon pick-up or delivery.
2. Other complaints must be reported to Nootboom Rental in writing immediately upon being identified. All of the consequences of failing to report immediately shall be at the risk of the Lessee.
3. If a complaint is not reported to Nootboom Rental within the period specified in the previous paragraphs, the rental vehicle shall be considered to have been received in good condition and in conformance with the agreement.
4. Complaints do not suspend the payment obligation of the Lessee.

5. The Lessee must permit Nootboom Rental to investigate the complaint and provide all relevant information to Nootboom Rental. If the rental property must be returned or made available to investigate the complaint, or if it is necessary for Nootboom Rental to come investigate the complaint at your location, this will take place at the Lessee's expense unless the complaint subsequently turns out to be valid. The Lessee shall bear the risks of the transport.
6. In all instances the transport will be carried out in a manner to be specified by Nootboom Rental.
7. No complaints are possible if, after receipt by the Lessee, the nature or composition of the rental vehicle changes after receipt by the Lessee or is entirely or partially processed or treated.

Article 11: Return

1. After the end of the lease period the Lessee must return the rental vehicle or make the rental vehicle available for pick-up to Nootboom Rental in its condition upon receipt – with the exception of wear as a result of normal use – including any keys, documents, parts and other accessories provided.
2. Nootboom Rental shall immediately inspect the rental vehicle upon return. The Lessee can be present during this inspection. Any costs incurred due to destruction or loss (of parts) of the rental vehicle as well as the necessary costs that are incurred to return the rental vehicle to its condition on the commencement date of the agreement, such as any cleaning costs, shall – with the exception of normal depreciations and costs resulting from wear – be at the expense of the Lessee.
3. If the parties have agreed that the rental vehicle will be picked up by Nootboom Rental and nothing has been specified yet in this regard in the agreement, the Lessee must be sure to inform Nootboom Rental at least 48 hours in advance (not including weekends and official public holidays) of the date, time and address Nootboom Rental can come pick up the rental vehicle.
4. If the Lessee does not (or not promptly) return the rental vehicle or make the rental vehicle available for pick-up by Nootboom Rental – for whatever reason - the Lessee shall immediately be in default. In that case the lease period will then – without Nootboom Rental being required to send notification of this – tacitly be extended by one day. Moreover the Lessee shall be obliged to compensate all (other) damage of Nootboom Rental, such as the costs of hiring replacement items to replace the rental vehicle, or the original value minus the usual depreciation of the rental vehicle if return turns out to be impossible and the loss of profits.

Article 12: Payment

1. In addition to a deposit Nootboom Rental shall always be entitled to require (partial) advance payment or any other security for payment from the Lessee.
2. Payment shall be made in cash at the delivery / pick-up location or after the invoice is sent. If the parties have agreed to payment after receipt of an invoice, payment must be made within 14 days following the invoice date, unless the parties have agreed in writing to another payment term. The invoice shall be considered correct if the Lessee has not contested it within this payment deadline.
3. If an invoice has not been paid in full following expiry of the deadline stated in the previous paragraph, the Lessee will owe Nootboom Rental delay interest in the amount of 2% per month, to be calculated cumulatively on the principal amount, whereby parts of a month will count as a full month.
4. If following reminder by Nootboom Rental payment is still not made, Nootboom Rental shall further be entitled to charge the Lessee extrajudicial collection costs in the amount of 15% of the invoice amount, with a minimum of €40.00.
5. If the Lessee continues to fail to make full payment, Nootboom Rental shall be authorised to terminate the agreement, without further notice of default, by issuing written notice or to suspend its obligations arising from the agreement until the Lessee has made payment or has issued sound security for payment. The right of suspension referred to above shall also accrue to Nootboom Rental if, even before the Lessee is in default of making payment, Nootboom Rental has sound reason to doubt the Lessee's creditworthiness.

6. Nootboom Rental will first deduct payments made by the Lessee from all interest and costs payable and subsequently from the oldest outstanding demandable invoices, unless the Lessee states in writing with the payment that the payment relates to a later invoice.
7. The Lessee may not offset Nootboom Rental's claims against any claims that he has against Nootboom Rental. This is also true if the Lessee applies for (temporary) moratorium or is declared bankrupt.

Article 13: Insurance and damage

1. Unless expressly specified otherwise in the lease agreement, Nootboom Rental shall insure every item leased to the Lessee and continue to ensure the item against (material) damage and legal liability of both Nootboom Rental and the Lessee. Nootboom Rental shall make a copy of the policy conditions available to the Lessee. The Lessee will be considered to be familiar with the policy conditions and will be expected to comply with the provisions of the terms and conditions, insofar as applicable to the Lessee. Nootboom Rental shall inform the Lessee of any interim modifications to the policy conditions.
2. The Lessee shall not be able to derive any other or any more rights under the above-mentioned insurance with respect to Nootboom Rental than those that Nootboom Rental can derive with respect to the insurance company/companies.
3. Nootboom Rental shall not be liable for any consequential damage and/or loss of profit caused to the Lessee or third parties by or with the rental vehicle.
4. For each instance of claimable damage the Lessee shall be responsible for the excess specified in the lease agreement for the relevant item.
5. If the damage presents reason for doing so, following consultation with the Lessee, Nootboom Rental shall modify the excess amount and/or the lease price for the relevant lease agreement(s) or driver(s).
6. If the insurer does not cover the damage relating to any act or omission by the Lessee, the driver, the user or any other person under the control of the Lessee, the Lessee shall be liable for all damage.
7. If an insured event occurs the Lessee shall immediately inform Nootboom Rental of this and then send a completed damage claim form to Nootboom Rental within 2 working days.
8. In all cases involving bodily injury, loss of life and/or third parties, the Lessee shall have an official report prepared by the police and submit this along with the damage claim form to Nootboom Rental.
9. The Lessee must carefully follow Nootboom Rental's instructions with regard to the handling of questions of damage. The Lessee shall never acknowledge guilt or make commitments regarding the settlement of claims.
10. The Lessee is fully liable for damage that must be compensated by the WAM insurance company pursuant to the Dutch Motor Insurance Liability Act [Wet Aansprakelijkheidsverzekering Motorrijtuigen, WAM] or corresponding foreign legislation, but for which no policy cover is available. The Lessee shall compensate Nootboom Rental for the amount paid out in this regard, even if the insurance company does not exercise recourse against Nootboom Rental.

Article 14: Ownership of the rental vehicle

1. The rental vehicle shall at all times remain the property of Nootboom Rental and Nootboom Rental shall be entitled to clearly indicate this by placing its name on the rental vehicle.
2. The Lessee may not sub-let the rental vehicle, make the rental vehicle available for use to third parties, grant rights to the rental vehicle to third parties or make changes to the rental vehicle, except with the prior written consent of Nootboom Rental. The Lessee must at all times avoid creating the expectation or impression for third parties that he is authorised to make further use of the rental vehicle.
3. The Lessee shall inform Nootboom Rental immediately in the event of garnishment on the rental vehicle – including fiscal seizure claims – or if there is a well-founded fear of attachment. Moreover the Lessee shall inform the person or party levying the attachment that the rental vehicle is the property of Nootboom Rental.

4. If in any way the Lessee unlawfully appropriates the rental vehicle, this shall be considered to be conversion of the rental vehicle. In that case Nootboom Rental shall always file a report of conversion to the relevant authorities.

Article 15: Guarantees

1. During the lease period Nootboom Rental shall guarantee the regular standard quality and soundness of the rental vehicle but will never provide a more extensive guarantee in this regard than that expressly agreed between the parties.
2. If the rental vehicle is guaranteed by the manufacturer or supplier with regard to capacity, functionalities etc., this guarantee shall equally apply between the parties. Nootboom Rental shall inform the Lessee about this.
3. If the purpose for which the Lessee wishes to use the rental vehicle differs from the usual purpose of the rental vehicle, Nootboom Rental shall only guarantee that the rental vehicle is suitable for this purpose if they confirm this to the Lessee in writing. Only after the above-mentioned written confirmation can the Lessee use the rental vehicle consistent with his goal.
4. In the event of a rightful appeal to the guarantee – at its own discretion – Nootboom Rental will undertake, at no charge, to repair or replace the rental vehicle, or to make repayment or issue a discount on the agreed price. If there is any additional damage, this shall be subject to the provisions of Article 16 “Liability” of these rental conditions.

Article 16: Liability

1. Except for the guarantees explicitly agreed on or granted by Nootboom Rental, Nootboom Rental shall not accept any liability.
2. Without prejudice to the provisions of the preceding paragraph Nootboom Rental is liable only for direct damages. Any liability of Nootboom Rental for consequential damage such as trading losses, loss of earnings and/or losses sustained, damage caused by delay and/or personal or bodily injury shall be expressly excluded.
3. The Lessee must take all measures necessary to prevent or minimise any damage.
4. If Nootboom Rental is liable for any damage sustained by the Lessee, Nootboom Rental’s obligation to compensate damage shall always be limited to the amount paid by its insurer, or the invoice amount for the goods delivered or work performed, depending which amount is the lowest. If the insurer makes no payment or if the damage is not covered by any insurance concluded by Nootboom Rental, Nootboom Rental’s obligation to provide compensation shall be limited to the lease amount of the items delivered.
5. In deviation from the previous paragraph, in case of lease agreements with a duration in excess of 3 months, Nootboom Rental’s liability shall be limited to the lease price owed over the last 3 months if the insurance company does not make payment or if the damage is not covered under an insurance policy taken out by Nootboom Rental.
6. The Lessee shall commence proceedings against Nootboom Rental no later than 6 months after he has become aware or could have become aware of the damage suffered by him.
7. Nootboom Rental shall not be liable and the Lessee cannot make a claim against the applicable guarantee if the damage occurred due to:
 - a. improper use or use contrary to the purpose for which the items delivered were intended or the directions, advice, operating instructions, manuals and so on provided by or on behalf of Nootboom Rental;

- b. errors or incompleteness of the information provided by or on behalf of the buyer to Nootboom Rental;
 - c. repairs or other work/modifications that has been carried out on the rental vehicle by or on behalf of the Lessee without the express prior consent of Nootboom Rental.
8. The Lessee shall, in the cases stated in the previous paragraph, be fully liable for all damage flowing from this and shall expressly indemnify Nootboom Rental from all third party claims to compensate for this damage.
9. The limitations of liability specified in this article do not apply in the event and to the extent that Nootboom Rental or its senior management are guilty of intent or deliberate recklessness or if mandatory legal provisions oppose this. Only in these cases shall Nootboom Rental indemnify the buyer against third-party claims.

Article 17: Bankruptcy, lack of power of disposition

1. Nootboom Rental always has the right to terminate the agreement without further notice by means of a written declaration to the Lessee at such time as the Lessee:
 - a. is declared bankrupt or applies for bankruptcy;
 - b. applies for a (temporary) moratorium;
 - c. is subjected to forced sale of collateral;
 - d. is placed under guardianship or receivership;
 - e. loses its power of disposition or capacity in relation to its assets or parts thereof in any way.
2. The buyer must always inform the guardian or receiver of the (content of the) agreement and present these general terms and conditions.

Article 18: Force majeure

1. In case of force majeure on the part of the Lessee or Nootboom Rental, Nootboom Rental shall be entitled to terminate the agreement by means of a written declaration to the buyer or to suspend the fulfilment of its obligations towards the buyer for a reasonable period without obligation to pay any compensation for damages.
2. In the framework of these rental conditions, force majeure on the part of Nootboom Rental shall be understood to refer to: a non-attributable failure by Nootboom Rental, by third parties or suppliers that it engages or other serious grounds on the part of Nootboom Rental.
3. Circumstances which shall be considered as representing force majeure on the part of Nootboom Rental shall include: war, unrest, mobilisation, domestic and foreign disturbances, government measures, strikes within the organisation of Nootboom Rental and/or the third parties or suppliers that it engages and/or of the Lessee or threat of these and similar circumstances, disruptions to the currency exchange rate existing at the moment of establishment of the agreement, business interruptions due to fire, break-in, sabotage, breakdown of electricity, Internet or telephone connections, (natural) disasters, etc. and due to weather conditions, roadblocks, accidents, import and export-hindering measures, etc. and the occurrence of transport difficulties and delivery problems.
4. If the force majeure situation occurs after the agreement has already partially been implemented, the Lessee must under all circumstances comply with its obligations in respect of Nootboom Rental up to that moment.

Article 19: Cancellation and suspension

1. If the Lessee wishes to cancel the agreement prior to or during the performance of the agreement, he will owe to Nootboom Rental compensation still to be determined by Nootboom Rental. This compensation shall include all costs already incurred by Nootboom Rental and the damage it incurs due to the cancellation as well as the loss of earnings. Nootboom Rental shall be entitled to fix the compensation and – at its discretion and depending on the preparations already made and the costs incurred – to charge between 20 and 100% of the agreed price to the Lessee.
2. The Lessee shall be liable towards third parties for the consequences of the cancellation and shall indemnify Nootboom Rental for all claims by third parties arising from the cancellation.

3. During the lease period either party can terminate the lease agreement at any time. The Lessee can only terminate the lease agreement by returning the rental vehicle to Nootboom Rental, unless the parties have expressly agreed otherwise in writing. In doing so the Lessee shall owe Nootboom Rental compensation of the agreed upon lease price over the agreed upon period or other compensation to be determined by Nootboom Rental. This depends, among other things, on the already elapsed lease period as well as the damage and/or loss of profits suffered by Nootboom Rental.
4. Nootboom Rental shall be entitled to offset all amounts already paid by the Lessee against the amounts of compensation owed by the Lessee.
5. In the event of suspension of the performance of the agreement by request from the Lessee, all costs incurred up to that point shall be immediately payable and Nootboom Rental shall be entitled to charge these to the Lessee. Nootboom Rental shall also be entitled to charge the Lessee for all costs incurred or to be incurred during the suspension period.
6. If the performance of the agreement cannot be resumed following the agreed suspension period, Nootboom Rental shall be entitled to dissolve the agreement by giving written notice to the Lessee. If the performance of the agreement is resumed following the agreed suspension period, the Lessee shall be obliged reimburse Nootboom Rental for any costs arising from this resumption.

Article 20: Third-party clause/transfer of rights of Nootboom Rental

1. The Lessee affirms that they are familiar with and agree – insofar as necessary - that the ownership of the rental vehicle can (come to) be held by a third party or that the rental vehicle could be pledged to a third party for security of payment or all that Nootboom Trading can or could claim from this third party.
2. Notwithstanding the existence of the present lease agreement, the Lessee shall return the rental vehicle to the third party on first request, without the Lessee also being able to invoke any retention of title against this third party. As a result of this claim the existing lease agreement shall be legally terminated with immediate effect. Delivery of the rental vehicle must be made to the address of the third party or to the location specified by this third party.
3. If the termination referred to in the previous paragraph and the third party wishes to continue the use of the rental vehicle by the Lessee, on first request from the third party the Lessee shall be required to enter into a lease agreement with him for the remainder of the lease period agreed upon with Nootboom Rental and under conditions that remain unchanged.
4. Insofar as the current lease agreement is concluded earlier than the rental – and/or financial – lease agreement between Nootboom Trading and the third party as owner, the effect of Articles 7:226 and 7:227 of the Dutch Civil Code (DCC) shall not be effective for the parties. In that case, even following the sale of the rental vehicle by Nootboom Trading to the third party, followed by the above-mentioned lease and/or financial lease agreement between Nootboom Trading and the third party, the present lease agreement shall remain in effect between Nootboom Trading and Lessee shall remain in force.
5. Neither the Lessee nor Nootboom Trading can revoke this third-party clause.

Article 21: Applicable law/jurisdiction

1. The agreement entered into between Nootboom Rental and the Lessee is governed exclusively by the laws of the Netherlands.
2. The applicability of the Vienna Convention (CISG) shall be expressly excluded.
3. Any disputes shall be submitted to the competent court in the district in which Nootboom Rental has its registered office although Nootboom Rental shall always be entitled to bring the dispute before the competent court in the district in which the Lessee has its registered office.
4. If the Lessee has its registered office outside the Netherlands, Nootboom Rental may also decide to submit the dispute to the competent court in the country or state in which the Lessee has its registered office.

Date: 3 June 2015