

General Rental Terms Plasmatreat Benelux B.V.

I. Scope of Terms

1. We conclude contracts exclusively according to our General Rental Terms as set forth below. These terms shall also apply to all future business dealings even if they are not specifically agreed upon again. Deviations from our terms are effective only if confirmed by us in writing. Customer's terms and conditions not explicitly accepted by us in writing are not binding upon us even if we do not expressly object to them.
2. The written form requirement for the purposes of these terms shall be deemed to be observed by way of e-mails.

II. Conclusion of the Contract, Subject Matter of the Contract

1. Our quotations are subject to change without notice. Verbal and telephone agreements shall be effective only if confirmed by us in writing, unless we prefer to follow-up on such.
2. Documents relating to our quotations such as leaflets, illustrations, etc. shall be deemed only approximate unless expressly designated by us as binding. Decisive for the quality/ performance of the rental equipment is solely our acknowledgement of order. Any discrepancies between the documents and the final delivered product or service shall not give rise to any claims unless specifically agreed upon in writing.
3. The rental equipment is CE approved and thus complies with the applicable EU standards and directives. It is the customer's responsibility to verify its potential application and permissibility outside the EU.

III. Condition of the Rental Equipment and Notification of Defects

1. We will provide the customer with rental equipment that is free from defects, cleaned and in an operational state.
2. The customer agrees to inspect the rental equipment for integrity upon receipt and to notify us immediately in case a defect is detected without undue delay, and in any case, within 5 days. Failure to notify us within this period will be deemed as acceptance of the equipment in its current condition. The cost of defect rectification on rental equipment made available in a non - defect-free and non-operational state will be borne by us, provided the defect was duly reported within the specified timeframe.
3. Should the rental equipment be made available in a non-defect-free and non-operational state and should the duly notified defect not be rectified within a reasonable period of time, the customer may request rectification. The 'reasonable period' shall be defined as 30 days, depending on the nature and complexity of the defect and the required time for repair. The customer shall not be entitled to rescind the contract unless the defect is substantial, cannot be remedied within a reasonable period, and materially impairs the use of the equipment for the customer's intended purpose. In such cases, the customer's sole remedy shall be the rectification of the defect, and only if the defect is not rectified after

a reasonable period, and provided the defect is not caused by improper use or negligence by the customer. However, the customer shall not be entitled to claim damages or compensation for any indirect or consequential losses, including but not limited to loss of profit, business interruption, or equipment downtime, unless the defect was caused by gross negligence or wilful misconduct on our part. The enforcement of other legal rights shall not be affected by this provision.

IV. Duties of the Customer

1. The customer agrees to properly follow the operating and service instructions and to ensure that the equipment is operated only by personnel with the required knowledge and skill – particularly in the operation of plasma systems working at high voltage. Any damage resulting from improper treatment, misuse, or failure to adhere to the operating instructions shall be solely at the customer's expense, and the customer shall reimburse us for any such costs incurred due to improper handling of the rental equipment.
2. The customer shall be fully liable for any acts of wilful intent negligence and breach of contract, including those of its employees, agents, contractors, or any other third party whose presence in the operating area of the rental equipment is attributable to the customer. This includes, but is not limited to, any damage caused by the actions or omissions of such parties, and the customer agrees to indemnify us for any claims, losses or costs arising therefrom.

V. Calculation of the Rental Fee

1. Calculation is based on a weekly rate. The invoices will be issued at 14-days intervals and are due for payment immediately upon receipt. Failure to pay within 3 days will result in the accrual of interest at the maximum legal rate, and the supplier reserves the right to suspend the provision of rental equipment until full payment has been made. In the event of delayed payment, the customer shall also be liable for any costs incurred by the supplier in recovering the overdue amounts, including but not limited to collection fees, legal fees, and any administrative costs.

VI. Right of Inspecting and Examining the Rental Equipment

1. We shall at all times be entitled to inspect the rental equipment, or have it inspected by an authorized third party. We shall provide the customer with a notice of such inspection at least five (5) working days in advance. This notice shall serve as a notification only and does not require the customer's approval. The customer shall fully cooperate with the inspection, which may take place at any reasonable time during the rental period.
2. The customer shall be required to examine the rental equipment by itself or to have it examined by an authorized third party before returning the rental equipment to us. Such examination shall be recorded in a protocol which is to be signed by both parties. The cost of such examination shall be borne by the customer.
3. If any defects, damages, or missing components are identified during the examination, the customer shall be fully liable for the repair or replacement costs, unless such defects are attributable to normal wear and tear. The customer must immediately notify us of any identified defects and take all necessary measures to prevent further deterioration of the equipment.

4. If the customer fails to conduct the required examination or to provide the signed protocol, any defects, damages, or missing components identified upon return shall be presumed to have occurred while the equipment was in the customer's possession, the customer shall bear the burden of proof for any claims to the contrary

VII. Passing of Risk and Insurance

1. The customer shall be required to ensure that damage to and/or loss of the rental equipment due to actions and/or omissions are covered by its commercial liability insurance policy. The customer shall furthermore insure the equipment for the full new replacement value against fire, burglary, water damage and, where appropriate, machine breakdown. The insurance company shall have its registered office in The Netherlands. The customer agrees to provide evidence of its existing insurance coverage upon our request by presenting a confirmation from the insurance company and the insurance policy. Should the customer fail to comply with this duty or should we find that the existing insurance coverage does not meet the requirements set out herein shall be entitled to procure appropriate insurance at the customer's sole expense. The customer hereby cedes to us all insurance claims arising out of damage to or loss of the rental equipment if attributable to the customer.
2. The customer bears full responsibility for any loss of the rental equipment resulting from burglary, theft, or other pilferage at the place of use. The risk remains with the customer even if the equipment is stolen or damaged by third parties.
3. In the event that damage has occurred to or in conjunction with the rental equipment, the customer must to notify us immediately and without delay and provide a detailed written report specifying the time, cause, and extent of the damage. Any delay or failure to report damage shall result in the presumption that the customer is fully liable for the damage. The customer will comply with our request to transfer any and all rights under the insurance to us, providing us with the opportunity to obtain payment by the insurance company.
4. In the event that the rental equipment is lost, stolen, or otherwise rendered unusable while in the customer's possession, the customer shall remain liable for the rental fee until full compensation has been paid. If the loss is attributable to the customer, the customer shall reimburse us for the full replacement value based on the new purchase price of equivalent equipment.
5. In the event of damage to the rental equipment, the customer shall bear all repair costs, including transportation, labor, and parts. If repair is not feasible or economically viable, the customer shall compensate us for the full replacement value.
6. We reserve the right to claim additional damages, including but not limited to loss of rental income and administrative costs incurred due to the loss or damage.

VIII. Maintenance , Wear- and- Tear Repairs

1. The customer undertakes to keep the rental equipment in a proper, functional and operationally safe state throughout the rental period. The customer must strictly follow our operating and maintenance instructions and take all necessary precautions to prevent overloading or misuse. Before returning, the customer is required to clean the rental equipment and remove any operational contamination.

2. Any repairs including the installation of spare parts required for proper functioning of the rental equipment shall be exclusively performed by us or by a service provider designated by us. All cost related to such repairs, including labor, parts, transportation, and any necessary cleaning shall be borne by the customer.
3. The cost of repairs due to normal wear and tear will be separately invoiced by us to the Customer.

IX. Protection of Ownership

1. The customer is strictly prohibited from making any irreversible modifications to the rental equipment including, but not limited to attachments, internal components, or structural changes, without our prior written consent. The customer is also prohibited from removing, altering, or obscuring any labels, markings, or identification features of the rental equipment. Any unauthorized modifications shall be reversed at the customer's expense, and the customer shall be liable for any resulting damage or loss in value.
2. The customer may not grant any rights in the rental equipment to third parties, encumber the equipment with any security interests, or assign any rights or obligations under this contract without our prior written consent. Any attempt to do so shall be null and void.
3. Should any third party enforce claims on the rental equipment through confiscation, pledge or right of rem, the customer must to notify us immediately in writing and take all necessary steps to safeguard our ownership. The customer is also required to inform the third party of our right of ownership and shall bear all costs associated with defending against any such claims disputing ownership.

X. End of the Rental Relationship, Termination

1. In the event that a defined rental time period has been agreed upon, the rental relationship shall cease upon its expiry, unless otherwise extended in accordance with this article. We, as the supplier, shall have the right to terminate the rental agreement for convenience at any time by providing 30 days' prior written notice. The customer may only terminate the rental agreement after the expiry of the agreed rental period. In such a case, the customer must provide at least 90 days' prior written notice of termination, which must be received before the expiration of the agreed rental period. If the customer fails to provide notice of termination at least 1 month prior to the expiration of the rental period, the rental agreement will automatically renew for a further term under the same terms and conditions.
2. Irrespective of the effectiveness of the termination we shall be entitled to claim payment of the rental fee up to the time of return of the rental equipment.
3. The time of return shall be deemed to be the point at which the rental equipment is received by us. This provision shall apply regardless of who bears the cost and risk of transportation of the rental equipment, and the customer shall remain responsible for ensuring the equipment is returned in accordance with the contract's terms.

XI. Return of the Rental Equipment

1. The customer shall bear the cost of returning the rented equipment to the designated return destination.

2. In the event that the rental equipment is returned in a condition that clearly indicates the customer has failed to comply with its duties to maintain and service the equipment, payment of the rental fee shall continue throughout the period of time necessary to perform the repairs which have been omitted in breach of the contract. Such repairs shall be performed by us and the cost of such repairs shall be borne by the customer.

XII. Our liability for defects of the rental equipment is subject to the limitations set forth below:

1. The customer shall not be entitled to claims for damages due to defects of the rental equipment unless such defect is attributable to wilful intent or gross negligence on our part or unless defect rectification is delayed by us with wilful intent or gross negligence.

We shall not be liable for consequential damage caused by a defect except in cases of wilful intent, gross negligence, or breach of material contractual duties. To the extent we are liable for consequential damage caused by a defect, our liability shall be limited to the foreseeable damage not due to unusual circumstances.

2. The limitations set forth below shall apply to our contractual and non-contractual (tortious) liability and to liability for default at conclusion of contract. We shall not be liable for breach of non-material contractual duties due to slight negligence. Claims for damages in the case of breach of material contractual duties shall be limited to the foreseeable damage typical of the contract insofar as such breach of material contractual duties is not due to wilful intent or gross negligence.

No limitation of liability shall apply to the extent that we are liable for injury to life, limb or health.

XIII. Miscellaneous

1. Neither party shall be entitled to set off any claims against counterclaims arising out of or in connection with this agreement. In the event that the customer fails to fulfil any of its obligations under this agreement, we shall be entitled to suspend the performance of any of our obligations until such obligations have been fully met.
2. The contractual relationship between the customer and us shall be governed by Dutch law.
3. Any disputes arising out of or in connection with the agreement to which these general rental terms apply shall be exclusively subject to the jurisdiction of the courts of Limburg, Netherlands. The parties hereby agree that the competent court will be the court located in Maastricht, Limburg. We shall have the right to institute legal proceedings against the customer at the place of its registered office.