



Terms and Conditions Begra Group and its subsidiaries

These Terms and Conditions consist of a general section (chapter A) and a special section (Chapters B, C and D)

- A. General Provisions: Article 1 up to 26**
- B. Performance of services/work and assembly: Article 27 up to 33**
- C. Commissioning of third parties: Article 34 and 35**
- D. Lease terms: Article 36 up to 42**

Insofar as there is a conflict between the general part of these Terms and Conditions and the special Rental Provisions, the special Rental Provisions take precedence.

A. GENERAL PROVISIONS

Article 1: Definitions

In these Terms and Conditions, the following terms shall have the following meanings, unless explicitly stated otherwise:

1.1 User: one or more of the following private companies with limited liability: Safety Support B.V., Magazijnplein.nl B.V., Qshop B.V., AVM-Waalwijk B.V., Logirent B.V., Begra Magazijninrichting B.V., as users of the Terms and Conditions.

In the Terms and Conditions: Seller, Lessor, Begra, Contractor, User;

1.2 The Commissioning Party: User's Other Party, Buyer, Lessee, Customer, the person who orders us to deliver goods or to provide services.

1.3 Agreement: the agreement between the User and the Commissioning Party;

1.4 The work: The total of the activities agreed between the User and the Commissioning Party and the materials supplied by the User in that connection.

Article 2: General

2.1 The stipulations of these Terms and Conditions apply to each offer, quotation and Agreement between the User and the Commissioning Party to which the User has declared these Terms and Conditions applicable, insofar as the Parties have not deviated from these Terms and Conditions explicitly and in writing;

2.2 These Terms and Conditions also apply to all agreements with the User for the execution of which the User makes use of third-party services;

2.3 The applicability of the Commissioning Party's Terms and Conditions is explicitly excluded, unless the Parties have agreed otherwise in writing. If the Parties' Terms and Conditions apply alongside each other, the stipulations in the User's Terms and Conditions shall prevail if they conflict with those of the Commissioning Party;

2.4 If one or more stipulations in these Terms and Conditions are null and void, the other stipulations of these Terms and Conditions will remain applicable. The User and the Commissioning Party shall then consult in order to agree on new stipulations to replace the null and void or annulled stipulations, whereby, if and as far as possible, the purport and intent of the original stipulation shall be taken into account.

2.5 These Terms and Conditions apply unless the Special Provisions deviate from the Terms and Conditions.

2.6 The provisions in these Terms and Conditions have not only been made for the User's benefit, but also for the benefit of all the User's partners and affiliated companies and all those employed by the User and/or the User's affiliated companies, all persons engaged in the execution of any assignment by



the User and all persons for whose acts or omissions the User may be liable.

2.7 Any agreements, undertakings and statements made by the User's employees shall only be binding if confirmed in writing by the User.

2.8 These Terms and Conditions also apply to future assignments and/or orders.

Article 3: Offers, quotations and agreements

3.1 All offers, in whatever form, are without obligation, unless the offer mentions a period for acceptance;

3.2 Agreements to which the User is a party, shall only be deemed to have been concluded:

a) after both Parties have signed an agreement drawn up for this purpose, as from the day on which the Agreement is signed,

or;

b) upon receipt and statement of approval of the Commissioning Party's written acceptance of an offer made by the User;

c) in the absence thereof, by the Commissioning Party handing over relevant documents, goods, required for the assignment to the user;

3.3 The prices stated in these offers and quotations are in Euros exclusive of VAT and other government levies, as well as exclusive of postage and any transport, assembly and packaging costs, unless expressly stated otherwise;

3.4 If the acceptance deviates from the offer in the quotation, the User will not be bound by it. In this case, the Agreement will not be concluded in accordance with this deviating acceptance, unless the User indicates otherwise;

3.5 A composite quotation will not oblige the User to perform part of the activities included in the offer or quotation for a corresponding part of the price quoted;

3.6 Offers or quotations do not apply to follow-up assignments;

3.7 If the quotation is not accepted, the User shall be entitled to charge the Party at whose request it was made for the costs involved in making it, if this was stipulated before the quotation was issued.

3.8 Assignments are final if they are confirmed in writing (also digitally) by the Commissioning Party to the Users. The Agreement is also deemed to have been concluded if conduct of the Commissioning Party and/or User shows that the Agreement is actually being executed.

3.9 Details stated in catalogues, images, on the website, drawings, standardisation sheets etc. are not binding, unless they explicitly form part of the Agreement. We reserve the right to make minor dimensional differences or changes in construction or components, required for proper execution.

3.10 Rights to the offer, drawings, specifications, descriptions etc. provided by the User to the Commissioning Party shall remain with the User. Even if costs have been charged for these. The copyright on such documents remains with the User and may therefore not be copied, disclosed, used or made known to third parties without the User's consent.

3.11 The Commissioning Party cannot derive any rights from advice regarding the layout of the warehouse, shop, archive etc. given by the User.

3.12 The User is not liable for damages, of any kind, due to the fact that the User proceeded on the basis of incorrect and/or incomplete information supplied by the Commissioning Party, unless this incorrectness or incompleteness should have been known to the User;

3.13 Validity of offers and/or quotations is one month or as long as stocks last, whichever comes first.

Article 4: Deliveries

4.1 If the Commissioning Party has reserved the right to supply certain materials and/or the execute certain parts of the work, the Commissioning Party shall be liable for any failure to supply or execute such materials on time;

4.2 If it has been agreed that the Agreement will be executed in phases, the User may suspend execution of those parts belonging to a subsequent phase, until the Commissioning Party has approved the results of the preceding phase in writing;

4.3 If the delivery is delayed by factors for which the Commissioning Party is responsible, the Commissioning Party must compensate the User for any damage and costs arising from this;

4.4 Agreed delivery dates are always indicative. No rights can therefore be derived from these.



4.5 The Commissioning Party is responsible towards the User for:

- access to the building, or the site via paved access roads, accessible to lorries with semi-trailers.
- sufficient opportunity for supply, storage and/or disposal of materials and equipment;
- adequate safety measures during the performance of the work;

4.6 the Commissioning Party undertakes, without claiming compensation and at the User's request, to provide storage space for materials and equipment;

4.7 The Commissioning Party indemnifies the User against any claims from third parties who suffer damages in connection with the performance of the Agreement and which are attributable to the Commissioning Party.

4.8 Delivery of materials and other goods will take place at the Commissioning Party's desired location, unless agreed otherwise;

4.9 The Commissioning Party is obliged to take delivery of goods or at the moment that the User delivers said goods or has them delivered, or when the goods are made available to him in accordance with the Agreement;

4.10 If the Commissioning Party refuses to take delivery or fails to provide information or instructions necessary for delivery, the User will be entitled to store the goods at the Commissioning Party's expense and risk;

4.11 If the goods are delivered, the User will be entitled to charge the Commissioning Party for any delivery costs;

4.12 If the User requires information from the Commissioning Party within the context of performance of the Agreement, delivery time will commence after the Commissioning Party has made this information available to the User;

4.13 If the User has stated a completion or delivery time, this will be indicative only. A stated completion or delivery time shall therefore never be a final deadline. If a term is exceeded, the Commissioning Party must give the User written notice of default;

4.14 If freight paid (franco) delivery has been agreed, this means that shipping of the delivery will be at the User's expense, with the User determining the choice of transport. If the delivery address cannot be reached (properly) due to the absence of paving or a proper hard road, the User's obligation to deliver shall not extend beyond the normally accessible place closest to the place of delivery; in the latter case the User shall be entitled to pass on any additional costs incurred in order to deliver the goods "on site".

4.15 The Commissioning Party is responsible for unloading the goods, unless agreed otherwise.

4.16 The User may charge the Commissioning Party for any costs related to the further transport of the goods to their internal destination, based on working hours spent.

4.17 Quoted or agreed transport prices are based on cost-determining factors at that time. If during the period between the offer and actual delivery the cost-determining factors are subject to changes beyond the User's control, either party is entitled to demand an adjustment of the agreed price.

4.18 Transport prices in the Netherlands apply to the whole of the Netherlands with the exception of the Wadden Sea Islands and the BES islands.

4.19 For companies, return shipments are only permitted after approval of the User. Any costs incurred for a return shipment, for whatever reason, shall always be borne by the Client (ordering party), unless agreed otherwise.

Article 5: Assembly

Delivered materials are or will be not assembled, unless agreed otherwise. Our "Assembly Terms and Conditions" apply to all assembly work. The Assembly Terms and Conditions can be found under part B of these Terms and Conditions.

Article 6a: Inspection, approval, complaints about the work

6a.1 After delivery has taken place, the Commissioning Party shall inform the User in writing within eight days whether or not the work has been approved. In the former case this will include a statement of any minor defects as referred to in the third Paragraph, and in the latter case there will be a statement of any defects that are the reason for withholding approval. If the delivery is approved, the



date of approval will be deemed to be the date on which the delivery has taken place. The delivery shall also be deemed to have been approved if it is put into use.

6a.2 If the Commissioning Party does not inform in writing within eight days after the inspection, whether or not the delivery has been approved, the delivery shall be deemed to have been approved on the first day of delivery.

6a.3 Minor defects do not constitute grounds for withholding of approval, provided that they do not impede any commissioning. The User shall remedy minor defects as soon as possible;

6a.4 With regard to a second inspection after withholding approval, the above provisions shall apply mutatis mutandis.

6a.5 Any visible defects should be reported to the User in writing within eight working days of the second inspection.

6a.6 In the event of a complaint pursuant to one of the provisions of this Article, the Commissioning Party will remain obliged to pay for the delivery that has been carried out.

6a.7 Usual or unavoidable deviations in colour, quality, size or finish do not constitute grounds for complaint.

6a.8 In the event of timely and valid complaints, the User, at his own discretion, may replace or repair the defects of the goods delivered. Repair also includes, if necessary, reinforcing the construction externally or adding stability provisions (such as cross bracing) to the construction, whereby the general design, adjustability etc. will be maintained as much as possible. The Commissioning Party will give us the opportunity to fulfil this obligation under normal working conditions. If repair or replacement is not (or no longer) possible, we may pay compensation to be determined within reason.

Article 6b: Complaints about delivered goods

6b.1 The Commissioning Party is obliged to examine (or have examined) the delivered goods at the time of delivery or transfer. In doing so, the Buyer must examine whether the quality and quantity of the delivered goods correspond to what was agreed, or at least meets the requirements that apply to them in normal (commercial) dealings. The Commissioning Party must inform the User of any complaint immediately. Invisible defects must be made known by the Commissioning Party to the User within three days after he becomes aware of them, or reasonably could have become aware of them. If the Commissioning Party does not make a complaint within the aforementioned period, all the Commissioning Party's rights in connection with the complaint will lapse. Complaints will no longer be dealt with after the aforementioned deadlines.

6b.2 Complaints with regard to a specific shipment do not affect previous deliveries or other deliveries that are part of the same Agreement.

6b.3 Usual or unavoidable deviations in colour, quality, size or finish, do not constitute grounds for complaint.

6b.4 If, pursuant to this Article, a complaint is lodged in due time, the Commissioning Party will remain obliged to take delivery of and pay for the purchased goods. If the Commissioning Party wishes to return defective goods, this must be done with the User's prior written permission in the manner indicated by the User.

6b.5 Complaints concerning delivered goods will not suspend Commissioning Party's payment obligations.

Article 7: Samples and models

7.1 If a sample, model or illustration has been shown or provided to the Commissioning Party, it will be presumed to have been shown only as an indication without the good having to correspond to it, unless it has been explicitly agreed that the good will correspond to it.

7.2 If the surface area or other measurements and indications are mentioned in the Agreement this is



also assumed to be intended only as an indication, unless these are necessary for the execution of the work.

Article 8: Reimbursements, price and costs

8.1 If the User has agreed a fixed price with the Commissioning Party, the User shall nevertheless be entitled to increase the price in cases as specified below;

8.2 If no fixed price has been agreed, the price will be determined on the basis of hours or parts of hours actually worked. The price will be calculated according to the User's usual hourly rates, applicable to the period in which the work is carried out, unless a different hourly rate has been agreed upon;

8.3 The User may pass on price increases, if between the time of the offer or quotation and the delivery of the Agreement price changes of more than 5% or € 5,000.-- have occurred concerning, for example, Social Security Charges, turnover tax, exchange rates, wages, raw materials, semi-finished goods or packaging materials.

8.4 The Commissioning Party has the option of ordering to special orders outside the User's product range. Special orders are subject to deviating prices and/or terms of delivery, which must be agreed upon in writing. If a special order has been executed correctly, these goods will never be taken back by the User. Uncollected goods are stored at the Commissioning Party's expense and risk.

Article 9: Amendments to the Agreement

9.1 If, during the performance of the Agreement, it becomes apparent that for a proper performance of the Agreement it is necessary to amend and/or to supplement the work to be carried out and/or deliveries to be made, the Parties will, in a timely manner and by mutual agreement, amend the Agreement accordingly;

9.2 If the Parties amend and/or supplement the Agreement, this may affect the completion time of the performance. The User will inform the Commissioning Party of this as soon as possible;

9.3 If the amendment and/or addition to the Agreement has financial and/or qualitative consequences, the User will inform the Commissioning Party of this in advance;

9.4 If the User has to make new drawings, calculations, models etc. for an amendment to the Agreement, the User shall charge the Commissioning Party the costs involved;

9.5 If a fixed price has been agreed, the User shall indicate the extent to which the amendment or addition of the Agreement will result in the fixed price being exceeded. An exceeding of the agreed price shall be considered to be additional work;

9.6 Offsetting of contract variations shall take place:

- a. In the event of amendment to the Agreement or to the conditions of execution;
- b. In the event of deviations from the amounts of the provisional sums;
- c. In the event of deviations from deductible quantities.

9.7 Provisional sums are amounts specified in the Agreement that are included in the contract price and are intended for either: – the purchase of building materials and/or materials, either – the purchase of building materials and the processing thereof, or – carrying out work, that has been insufficiently precisely defined on the day of the Agreement and which has to be specified by the Commissioning Party. With regard to each provisional sum, the Agreement shall specify to which it relates.

Article 10: Payment

10.1 The agreed or quoted price is exclusive of 21% turnover tax and packaging, and exclusive of any other levies, as well as costs to be incurred within the context of the Agreement, including shipping and administration costs, unless agreed otherwise in writing.

10.2 All deliveries must be made in cash or in advance, unless agreed otherwise in writing. Objections to the amount of the invoices do not suspend payment obligation;

10.3 If the Commissioning Party fails to make payment within the agreed period, the Commissioning Party shall be in default by operation of law. In that event, the Commissioning Party shall owe an interest of 1% per month or part thereof, unless the statutory interest or the statutory commercial



interest evidently exceeds this, in which case the highest interest applies. The interest on the amount due and payable will be calculated from the moment the Commissioning Party is in default until the moment the moment payment is made in full;

10.4 The User is entitled to charge advance payments;

10.5 In the event of the Commissioning Party's liquidation, (filing for) bankruptcy, admission to debt restructuring under the Dutch Natural Persons Debt Rescheduling Act (Wet Schuldsanering Natuurlijke Personen), seizure or (provisional) suspension of payments, the User's claims against the Commissioning Party will become immediately due and payable;

10.6 Payments first serve to reduce costs, then to reduce accrued interest and finally to reduce the principal sum and the accrued interest.

10.7 The Commissioning Party is not entitled to refuse or suspend his payment obligation in any way whatsoever based on alleged defects or faulty delivery.

Article 11: Retention of title

11.1 All materials and other items, drawings, sketches, films, software, electronic files (not exhaustive) provided by the User, whether processed or unprocessed, remain the User's property until the Commissioning Party has fulfilled all obligations arising from all agreements concluded with the User;

11.2 The Commissioning Party is not authorised to sell, to pledge or encumber in any other way the goods that are subject to retention of title;

11.3 In the event of third parties seizing goods supplied, subject to retention of title or seeking to establish or enforce rights to them, the Commissioning Party is obliged to inform the User of this as soon as possible;

11.4 The Commissioning Party is obliged to insure, and keep insured, the goods supplied subject to retention of title against fire, explosion and water damage as well as against theft, and to make this insurance policy available for inspection on first request;

11.5 In the event that the User wishes to exercise his property rights referred to in this Article, the Commissioning Party hereby gives unconditional and irrevocable permission to the User or third parties designated by the User to enter all those places where the User's property is located and to take back those goods. All costs involved in taking back those goods shall be settled if a down payment has already been made and/or charged to the Commissioning Party separately.

11.6 Goods delivered by the User, which are subject to retention of title pursuant to the provisions of Paragraph 1 of this Article, may only be sold on as part of normal business activities (as long as the User has not informed the Commissioning Party in writing that he wishes to exercise his rights arising from the retention of title), and may never be used as a means of payment.

11.7 Insofar as the User still has other claims on the Commissioning Party than those indicated under Article 11.1 and the User has provided the Commissioning Party with goods not subject to retention of title, the Commissioning Party must establish a non-possessory pledge on those goods for the benefit of the User as security for compliance with his obligations towards the User. Furthermore, the Commissioning Party must guarantee that he is authorised to pledge such goods and that the goods are not subject to any other pledge and/or limited rights. The Commissioning Party must also insure the goods at invoice value and provide copies of the policy(-ies) upon request. Insofar as not already formed by operation of law, the Commissioning Party establishes an undisclosed pledge for the benefit of the User on claims relating to this matter against the Commissioning Party's insurer.

Article 12: Collection charges

12.1 If the Commissioning Party is in default or breach of contract in complying with his obligations (in a timely manner), all reasonable costs incurred in obtaining satisfaction out of court shall be borne by the Commissioning Party. In any event, the Commissioning Party shall owe collection charges in the event of a monetary claim.



The extrajudicial costs will be calculated on the basis of what is customary in Dutch collection practice, currently the calculation method according to the Netherlands Extrajudicial Collection Costs Decree (Besluit vergoeding voor buitengerechtelijke incassokosten) with a minimum of € 500,00;

12.2 If the User has incurred higher costs, which were reasonably necessary, these will also qualify for compensation;

12.3 Any reasonable judicial and execution costs will also be charged to the Commissioning Party.

Article 13: Warranty

13.1 The User applies a warranty period of three months, unless agreed otherwise in writing.

13.2 If the goods and materials to be delivered do not comply with these warranties, the User shall, at the User's discretion, replace or see to the repair of the goods within a reasonable period of time following receipt of a written notification regarding the defect from the Commissioning Party;

13.3 The aforementioned warranty applies only to material and manufacturing defects and does not apply if the defect has arisen as a result of injudicious or improper use or if the user instructions have not been followed or if, without the User's written permission, the Commissioning Party or third parties have made changes or tried to make changes to the good or have used it for purposes for which it is not intended;

13.4 If the User has given a warranty on a good produced by a third party, this warranty will be limited to the warranty given by that third party;

13.5 Warranty is only given on materials provided, but not on wages or hours; this shall be borne by the Commissioning Party;

13.6 Warranty for the work carried out will only apply if the Parties have expressly agreed to this in writing.

13.7 If the Commissioning Party fails to perform his obligations arising from the Agreements concluded between the Parties, he cannot invoke this warranty provision.

Article 14: Transfer of risk

The risk of loss or damage to the materials, raw materials and other goods supplied shall transfer to the Commissioning Party at the moment when these goods are legally and/or actually delivered to the Commissioning Party and therefore fall under the control of the Commissioning Party or of a third party appointed by the Commissioning Party.

Article 15: Suspension and termination

15.1 The User is authorised to suspend the fulfilment of his obligations or to terminate the Agreement, if:

- the Commissioning Party fails to comply with the obligations under the Agreement, or does not do so in a timely manner or in full;
- after the Agreement has been concluded, the User learns of circumstances giving good grounds to fear that the Commissioning Party will not fulfil his obligations or will not do so in a timely manner or in full. In the event that there are good grounds for fearing that the Commissioning Party will only partially or improperly fulfil his obligations, suspension will only be permitted in so far as this is justified by the shortcoming;
- the Commissioning Party was requested to provide security for the fulfilment of his obligations under the Agreement when it was concluded, and this security is not provided or is insufficient. As soon as security has been provided, the right to suspend performance will expire, unless this has caused the performance to be unreasonably delayed;

15.2 Furthermore, the User shall be authorised to dissolve the Agreement or have it dissolved if circumstances arise which are of such a nature that performance of the Agreement cannot possibly be required or can no longer be required in accordance with the requirements of reasonableness and fairness, or if other circumstances arise which are of such a nature that the unaltered maintenance of the Agreement can no longer reasonably be expected;

15.3 If the Agreement is dissolved, the User's claims against the Commissioning Party will become immediately due and payable. If the User suspends the performance of his obligations, he shall retain his claims pursuant to the Law and the Agreement;



15.4 The User retains the right to claim damages at all times.

Article 16: Cancellation

16.1 If after an Agreement has been concluded, the Commissioning Party wishes to cancel the Agreement, the full order price (including VAT) will be charged as a cancellation fee.

16.2 Cancellation must be done by registered letter;

16.3 If, upon cancellation, the Commissioning Party refuses to take delivery of the goods already purchased by the User, such as materials and raw materials, whether processed or not, the Commissioning Party shall be obliged to pay the User all costs arising from this.

Article 17: Liability

17.1. If the User should be liable, this liability is limited to what has been arranged in this stipulation, and if the goods supplied by the User are defective, the User's liability towards the Commissioning Party is limited to what has been arranged in these Terms and Conditions under 'Warranty'.

17.2. If the User is liable for direct damage, such liability shall be limited up to a maximum of the claim amount, or at least that part of the assignment to which the liability relates. The liability is limited at all times to the maximum amount to be paid by the User's insurer, to be increased by the User's excess.

17.3. Notwithstanding the provisions of Paragraph 2 of this Article, in the event of an assignment with a duration of more than six months, liability shall continue to be limited to the part of the fee payable for the last six months, with the proviso that liability shall be limited in this case at all times to the maximum amount to be paid by the User's insurer, to be increased by the User's excess.

17.4. Direct damage is solely understood to be:

- the reasonable costs incurred to determine the cause and scope of the damage, insofar as said determination relates to damage within the meaning of these Terms and Conditions;
- any reasonable costs incurred to make the User's deficient performance fulfil the Agreement, unless these cannot be attributed to the User;
- reasonable costs incurred to prevent or mitigate the damage, to the extent that the Commissioning Party can demonstrate that these costs have resulted in the limitation of direct damage as referred to in these Terms and Conditions.

17.5. The User is never liable for indirect damage, including loss of business, business interruption, loss of data or reduction or consequential damage from whatever cause, including reputational damage, loss of turnover, loss of earnings and delays in the production and/or delivery time of goods and services.

17.6. The limitations of liability for direct damage included in these Terms and Conditions shall not apply if the damage can be attributed to intent or gross negligence on the part of the User or his subordinates.

17.7. The User is not liable if, during the use of the goods delivered by the User, the Commissioning Party did not follow the user instructions and/or guidelines related to load capacity, if the delivered goods were/are used for other than the normal purposes, or were handled, used or stored by Commissioning Party in an incompetent manner.

17.8. The Commissioning Party is responsible for the constructions and working methods prescribed by him or on his behalf, as well as for the orders and instructions given by him or on his behalf;

17.9 If building materials or equipment, made available by the Commissioning Party or prescribed by the Commissioning Party should have any defects, the Commissioning Party will be liable for any damage caused as a result;

17.10 The Commissioning Party is liable for any damages to the work caused by him, or by work carried out on behalf of the Commissioning Party or by third parties;

17.11 The User is not liable for damages for whatever reason, caused by his employees or by third parties engaged by the Buyer to the Buyer or third parties of the Buyer;

17.12 The Commissioning Party indemnifies the User against any damage in connection with the Commissioning Party's failure to use, or incorrect use of, the standards prescribed for the Commissioning Party and corresponding load capacities as stated on "[Welk draagvermogen is voor mij](#)



[van toepassing](#)" (Dutch). The Commissioning Party bears full responsibility in this respect.

17.13 The Commissioning Party is required to obtain an environmental permit obligation if at least one of the following scenarios occurs:

- a. the Commissioning Party decides to install a mezzanine.
- b. the Commissioning Party decides to install a warehouse rack higher than 8.5 metres.
- c. the Commissioning Party decides to install a mezzanine supported by *warehouse racking*.

17.14 If the Commissioning Party is required to obtain an environmental permit obligation, the Commissioning Party must be in possession of the environmental permit prior to the assembly work. To apply for an environmental permit, please contact the Service counter for an all-in-one physical aspects permit (Omgevingsloket) (www.omgevingsloket.nl), set up by the central government or at your local council.

17.15 The User is not responsible for obtaining any necessary permits within in the scope of legislation and regulations. The Commissioning Party can therefore not hold the User liable if the Commissioning Party does not apply for and/or obtain the necessary permits.

17.16 The Commissioning Party is obliged to insure himself properly for the risks of product liability and to stay insured if the Commissioning Party resells the products supplied by the User. On request, the Commissioning Party must provide the User with a copy of the policy.

17.17. Notwithstanding Article 17.7 and 17.12, this Article applies to the purchase of used warehouse racking. For the purchase of used warehouse racking, the User will issue an estimated load capacity. The Commissioning Party carries full responsibility for the load capacity and/or the estimated carrying capacity is correct. The Commissioning Party shall indemnify the User completely for any damages.

17.18 If the User carries out an inspection on behalf of the Commissioning Party, this must at all times be regarded as a subjective snapshot to the best of its knowledge and ability. The User's inspector advises the Commissioning Party. The Commissioning Party remains ultimately responsible and is liable for the safety level of the relevant warehouse.

17.19 User and/or employees engaged by it are in no way liable for improper and/or incompetent use.

17.20 The Commissioning Party is obliged to have an expert inspection carried out at least once a year (in accordance with the current EN 15635 rigid steel storage systems - use and maintenance of storage racks). Any damage may give rise to multiple inspections. The Commissioning Party indemnifies the User against any damage resulting from non-compliance with this obligation. Any damage is at all times entirely for the account and risk of the Commissioning Party.

17.21 The Commissioning Party remains fully responsible at all times for complying with the instructions.

Article 18: Force majeure

18.1 The Parties are not obliged to comply with any obligation, if they are hindered from doing so as a result of a circumstance that is not due to gross negligence or intent on the part of the Party that invokes it, nor comes to their expense pursuant to the law, a legal act or generally accepted views;

18.2 Force majeure is, in these Terms and Conditions, understood to be, in addition to which is thus understood in law and jurisprudence, all external causes, foreseen or unforeseen, on which the User can exercise no influence, but because of which the User is unable to fulfil his obligations. This includes strikes in the User's business, frost, illness and direct and indirect consequences of a pandemic and/or epidemic;

18.3 The User also has the right to invoke force majeure, if the circumstance that hinders (further) compliance occurs after the User should have fulfilled his obligation;

18.4 The Parties may suspend their obligations under the Agreement during the period of force majeure. If this period lasts longer than two months, either party shall be entitled to terminate the Agreement without any obligation to pay damages to the Other Party;

18.5 In as far as the User, at the time of the occurrence of force majeure, has partly fulfilled his



obligations under the Agreement or will be able to fulfil them, and the part already fulfilled or to be fulfilled is of independent value, the User will be entitled to invoice the part already fulfilled or to be fulfilled separately. The Commissioning Party is obliged to pay this invoice as if it were a separate agreement.

Article 19: Intellectual property and copyright

19.1 Notwithstanding the provisions of these Terms and Conditions, the User reserves the rights and authorities vested in the User based on the Copyright act and intellectual property law;

19.2 The Commissioning Party is not allowed to make any changes to the work or the good, unless the nature of the delivered goods dictates otherwise or it has been agreed otherwise in writing;

19.3 Any designs, sketches, brochures, drawings, samples and models produced by the User within the context of the Agreement will remain the User's property, regardless of whether they have been made available to the Commissioning Party or to third parties, unless agreed otherwise. These may not be copied, made public or brought to the notice of third parties by the Commissioning Party without the User's prior consent, unless the contrary ensues from the nature of the documents supplied;

19.4 Any documents provided by the User, such as designs, sketches, drawings, films, software, (electronic) files etc., are intended solely for the Buyer's use and may not be reproduced, made public or brought to the notice of third parties without the User's prior consent, unless the contrary ensues from the nature of the documents supplied.

19.5 The User reserves the right to use any knowledge gained as a result of the execution of the work for other purposes, insofar as no confidential information is brought to the attention of third parties in the process.

Article 20 Indemnities

20.1 The Commissioning Party shall indemnify the User against third-party claims with regard to intellectual property rights on materials or data provided by the Commissioning Party, which are used in the performance of the Agreement.

20.2 If the Commissioning Party provides the User with data carriers, electronic files or software etc. the former guarantees that the data carriers, electronic files or software are free of viruses and defects.

Article 21: Confidentiality, privacy and personal data

21.1 Both parties are bound to confidentiality of all confidential information they have obtained within in the scope of their Agreement, from each other or from another source. Information is deemed to be confidential if a Party has indicated this or if this follows from the nature of the information;

21.2 If, based on a legal provision or a judicial statement, the User is required to disclose confidential information to third parties designated by the Law or the competent court and the User cannot rely on a right to refuse to give evidence or a right to refuse to give evidence permitted by law or the competent court, the User shall not be required to pay compensation or indemnification and the Commissioning Party shall not be entitled to terminate the Agreement on the grounds of any damage suffered as a result.

21.3 The Parties reciprocally undertake to act in accordance with the legislation regarding the protection of data. The Parties shall act in accordance with the Policy rules for reporting data breaches of the Dutch Data Protection Authority, the GDPR and the Dutch GDPR Implementation Act to determine whether there is a data breach.

21.4 The User is not liable for fines or claims if the Commissioning Party fails to comply with the obligations under the legislation and regulations regarding the protection of data.

Article 22: Collateral



22.1 The User is entitled, at his own discretion, to demand sufficient security for the compliance of the Commissioning Party with his obligations, if the User has reason to fear that the Commissioning Party will not comply with said obligations. If the Commissioning Party remains in default of the requested advance payment or collateral, the User's obligation under the Agreement will expire, without prejudice to the User's right to compensation of damages, costs and interest by the Commissioning Party.

22.2 If the Commissioning Party does not meet the collateral within the period set by the User, the Commissioning Party is in default. In that case, the User is entitled to terminate the Agreement and recover the damages from the Commissioning Party.

22.3. The User has a lien on all goods that the User will receive or has in his possession for whatever reason and on all claims that the User may have or has on the Commissioning Party towards anyone who demands issuance of those goods.

22.4. The Commissioning Party is obliged upon the User's first request to cooperate to establish a right of superficies by the User or to establish a mortgage right.

Article 23: Disputes

The court in the User's place of business has exclusive jurisdiction to hear disputes. Nevertheless, the User has the right to submit the dispute to a court which has jurisdiction according to the Law or to an Arbitration Board.

Article 24: Applicable law

Dutch law shall apply to any agreement between the User and a Commissioning Party or a contractor. The CISG is expressly excluded.

Article 25: Changes and location of the Terms and Conditions

These conditions are filed at the offices of the Chamber of Commerce

B. Execution of the work/services and assembly work

Article 26: Performance of the Agreement

26.1 The User shall perform the Agreement to the best of his knowledge and ability and in accordance with the requirements of good craftsmanship. All this based on the current state of knowledge.

26.2 If and in so far as required for a proper performance of the Agreement, the User has the right to have certain work carried out by third parties.

26.3 The Commissioning Party shall ensure that the User is provided with all data which the User indicates to be necessary or which the Commissioning Party should reasonably understand that to be necessary for the performance of the Agreement in a timely manner. If the data required for the performance of the Agreement has not been provided to the User in a timely manner, the User has the right to suspend the performance of the Agreement and/or to charge the Commissioning Party the additional costs resulting from the delay at his usual rates.

26.4 The User is not liable for damages of any kind resulting from the fact that the User has relied on incorrect and/or incomplete data provided by the Commissioning Party, unless the User should have been aware of this incorrectness or incompleteness.

26.5 If it has been agreed that the Agreement will be performed in phases, the User may suspend performance of those parts forming part of a subsequent phase until the Buyer has approved the results of the preceding phase in writing.

26.6 In the event that work is carried out by the User or by third parties engaged by the User at the Commissioning Party's premises or in a location appointed by the Commissioning Party, the



Commissioning Party shall provide the employees with the facilities they may reasonably require, free of charge.

26.7 The Commissioning Party shall indemnify the User against any third-party claims that may arise and that may be attributable to the Commissioning Party and that may incur damage in connection with the performance of the Agreement.

Article 27: Return of goods made available

27.1 If the User has made goods available to the Commissioning Party during the performance of the Agreement, the Commissioning Party will be obliged to return the goods supplied to them in their original condition, free of defects and in their entirety, within 14 days. In the event that the Commissioning Party fails to fulfil this obligation, all ensuing costs shall be payable by him.

27.2 If the Commissioning Party, for whatever reason, still fails to comply with the obligation referred to under .1 and after being warned to do so, the User has the right to recover the resulting damage and costs, including the costs of replacement, from the Commissioning Party.

Article 28: Administrative obligations

28.1 If a building permit is required, the Buyer/Commissioning Party will be responsible for the timely availability of said building permit.

28.2 The Commissioning Party will make all relevant information available that is necessary for the preparation of an OHS plan/H&S plan in a timely manner.

28.3 The Commissioning Party will make all relevant company-specific regulations available in a timely manner.

28.4 The Commissioning Party shall indemnify the User against any damage arising from the failure to obtain the correct information and/or permits in a timely manner.

Article 30: Supply of goods to be assembled

30.1 The Commissioning Party will make an unloading point available, as close as possible to the storage location and no more than 15 metres from the assembly or disassembly location, whereby the supply roads are suitable for the use of a 38-ton lorry combination. In addition, the access and exit roads within the construction site must be sufficiently wide and free of obstacles.

30.2 The Commissioning Party is responsible for unloading the materials that are to be assembled.

30.3 The Commissioning Party is responsible for the availability of a lockable and covered space from three days prior to commencement and for the duration of the assembly work.

Article 31: Commencement of assembly work

31.1 The start of the assembly work will be laid down in a protocol, to be signed by the representative of the User and the Commissioning Party.

31.2 The Commissioning Party must ensure that the assembly can actually commence at the agreed time.

31.3 If the starting time of the assembly is postponed by the Commissioning Party, the new time must be determined in mutual consultation. This is because the closer the decision to postpone comes to the original starting time, the more the User's flexibility will be reduced in order to fully adapt to the new situation. If the production schedule can no longer be adapted to the new starting time, the User reserves the right to charge any additional costs incurred as a result (additional warehousing, organisation costs, etc.).

31.4 The Commissioning Party shall ensure that the floor is suitable for the load and any anchorings to be imposed. Small differences in the floor (up to 4 mm) will be dealt with during assembly. For larger



differences in the floor (more than 4 mm) additional costs will be charged for filling and for the additional work, to be borne by the Commissioning Party.

31.5 The "highest point" of the floor will be determined by the Commissioning Party and defined as zero level for racking assembly. The Commissioning Party will provide at least two axes on the floor at right angles to each other; a longitudinal and a transverse axis for the lay-out of the racking.

31.6 There must be a finished floor, sufficiently hardened, and it must meet with flatness tolerances as laid down in NEN 2747 and have sufficient load-bearing capacity in relation to the point pressure loads that can occur, sufficient quality so that the anchoring of the installations is secured is. The necessary undergrouting, mortaring or tamping will be charged for as additional work. The use of shims shall be limited on average to

- a) shelving systems, 1.5 m.m.
- b) any other types of racking, 3.0 m.m.
- c) per cantilever racking column, 8.0 m.m.

31.7 The Commissioning Party must prepare the assembly location in such a way that the technicians can carry out the assembly work in a free space without stagnation and with due observance of the safety regulations.

31.8 The Commissioning Party is responsible for the measures (cordoning off, permits, etc.) required to perform the (welding) work.

31.9 Any waiting hours caused by the Commissioning Party's negligence will be deducted at the User's hourly rate applicable at the time. The User will provide the Commissioning Party with a weekly overview of any waiting hours incurred.

31.10 The User is not responsible for the quality and/or finishing of the concrete floor. The User can never be held liable for the drilling through of reinforcement, cables and/or pipes.

Article 32: Execution of the work

32.1 The assembly site will be accessible to the User's employees from 07.00 hrs to 18.00 hrs; if it is necessary to work overtime, the User shall inform the Commissioning Party of this on time.

32.2 The Commissioning Party is responsible for adequate heating and lighting of the assembly sites.

32.3 The Commissioning Party will make a 220V and 380V power supply available free of charge.

32.4 The Commissioning Party will make canteen facilities available free of charge.

32.5 The Commissioning Party will make available – without interruption – a forklift truck and, if necessary, an aerial work platform with sufficient lifting height and capacity, as well as a platform.

32.6 On both sides of the assembly site, a strip of 2.5 m wide will be available to enable unhindered assembly.

32.7 The Commissioning Party is responsible for the removal of waste and packaging material.

32.8 The Commissioning Party is responsible for adequate cordoning off of the assembly sites.

32.9 If diamond drilling proves necessary for drilling into concrete, the User will charge the Commissioning Party extra for this. Drilling with a diamond drill is a real possibility if the diameter of the concrete reinforcement is larger than 12 mm, or in case of high reinforcement percentages. As a result of the latter, a relatively large number of drill holes will hit reinforcing steel during drilling.

32.10 Insofar as there are deviations from the above starting points and conditions, they may lead to additional costs, which will be passed on to the Commissioning Party according to the rates applicable at the time. This also applies if the Commissioning Party subsequently changes a regular racking layout to an irregular one. Or if the working conditions are clearly less favourable than in a normal "indoor climate", e.g. due to the need for apertures in walls and/or roof.



Article 33: Delivery of warehouse equipment

33.1 Any unused residual materials will remain at the User's disposal.

33.2 The assembly site will be delivered swept clean.

33.3 The delivery will be concluded by the drawing up of a protocol, which will be signed on behalf of the User and the Commissioning Party.

C. Assignments to third parties

Article 34: Special Provisions regarding assignments to third parties by the User

34.1 In these Special Provisions, the following terms shall have the following meanings:

User: the Commissioning Party, user of the Special Provisions;

Contractor: the User's Other Party;

Agreement: the Agreement between the User and the Contractor;

34.2 The Contractor must provide the User, upon first request, with a written statement stating all employees designated or to be designated by the Contractor for the execution of the work assigned by the User;

34.3 The Contractor will always provide the User with the employees' pay slips for inspection upon first request, as well as inform the User in writing where, when and at what times the employees will be working;

34.4 The Contractor guarantees the User that he will fulfil all obligations arising from the Law regarding the aforementioned employees in a timely manner;

34.5 The Contractor is obliged to provide the User with the following data in writing upon first request:

- the name and the address of the trade association at which the Contractor is registered;
- a valid certificate of registration with the trade association;
- the Contractor's income tax number;

34.6 The Contractor is obliged to provide the User, on first request, with a statement of payments to the trade association and a statement concerning of his income tax payments, all this as referred to within the context of the guidelines laid down in the in the Sequential Liability Act (Ketenaansprakelijkheid; WKA);

34.7 The Contractor must keep adequate records of payments made to the trade association and the recipient of direct taxes relating to the aforementioned employees;

34.8 The User will not pay any income tax and social security contributions, unless the Tax Authorities and/or UWV are of the opinion that the User is obliged to do so. The Contractor shall indemnify the User against any liability for unpaid tax and/or social security contributions with regard to the agreed rate. These costs will, in the latter case, be borne by the Contractor. If the User is held liable by the Tax Authorities for non-paid income tax and/or national insurance contributions of third party(-ies) engaged by the Contractor, the User is entitled to deduct the amount for which he is held liable towards the Tax Authorities and/or UWV, from the amount which the Commissioning Party should still pay to the Contractor. The User also reserves the right to claim the penalty referred to in Article 29.13.

34.9 The User shall at all times be entitled to withhold the contributions and income tax payable by the Contractor with regard to the work from the contract price or purchase price to be paid to the Contractor, and to pay this to the trade association in question or the aforementioned tax collector on behalf of the Contractor;

34.10 Without prejudice to the provisions of the previous Paragraph, the Contractor shall be obliged, upon the User's first request, to open a G account, as referred to in the Sequential Liability Act (Ketenaansprakelijkheid; WKA), for the work assigned to it. The User will then have the right to



transfer that part of the contract or purchase price which it owes the Contractor, and which consists of the amounts due in social security contributions and income tax for the employees referred to in Paragraph 1, to that G-account. This transfer shall serve as discharge for the User in respect of the relevant part of the contract price or purchase price. If and as long as the Contractor has not notified the User in writing that the G account has been opened, the User will be entitled to deduct the relevant amount from the contract price or purchase price;

34.11 The Contractor is not entitled to have any part of the Agreement performed by third parties without the User's written approval;

34.12 In the event that the Contractor allows any part of the Agreement to be performed by a third party, it shall do so pursuant to an agreement incorporating Paragraphs 1 - 13 of this Article mutatis mutandis;

34.13 The Contractor declares to have sufficient Commercial General Liability Insurance (CGLI) and professional liability insurance. The User has not taken out accident insurance on behalf of the Contractor.

34.14 In the event of the Contractor's failure to fulfil any of the aforementioned obligations, the Contractor shall forfeit to the User an immediately payable penalty amounting to 10% of the contract price or purchase price applicable between the User and the Contractor, without prejudice to the User's right to terminate the Agreement and claim compensation.

Article 35: Culpable and permanent or non-permanent failure to comply

35.1 If the Other Party fails to fulfil one or more of his obligations under an agreement with the User, or fails to do so in time, or fails to do so correctly or in full, and this failure can be attributed to the Other Party, the Other Party shall be in default by operation of law without notice of default being required, and the User shall be entitled to terminate the Agreement or to convert it into an obligation to pay compensation by means of a written statement to the Other Party, unless the User still wishes to effect performance.

35.2 If and insofar as multiple persons or legal entities are engaged in an agreement with the User, these persons or legal entities shall be jointly and severally liable towards the User for compliance with the Other Party's obligations under the Agreement concluded with the User.

35.3 Non-imputable failure to perform shall be understood to mean, inter alia: any restrictive government measure of any kind, epidemics, mobilisation, war, revolution, strike, seizure, interruption to the production, lack of raw materials, semi-finished goods, auxiliary materials, energy and fuel, natural disasters, full or partial default by third parties from whom goods or services are to be received, and any other reason not reasonably foreseeable by the Parties which is beyond their control and which, if such a circumstance had been known to them at the time when the Agreement was concluded, they would not have entered into or would not have entered into under the same conditions.

35.4 In the event that the delivery by the User of goods or services and/or execution of work is delayed by more than two months, to be counted from the agreed date of delivery, for reasons not attributable to the User, such failure shall be deemed to be permanent. If this circumstance arises, the User shall be entitled to terminate the Agreement without notice of default by means of a written statement, without this giving the Other Party any claim to compensation from the User.

35.5 If the delivery of goods or services by the User can be carried out within two months, the failure shall not be permanent. In that case the Parties will not be entitled to terminate the Agreement. However, the User's obligation to deliver shall be suspended without the User being liable to pay any damages or compensation to the Other Party and/or third parties.



D. Rental provisions

Article 36: Lease term

36.1 If the leased object is not handed over to the Lessor by the end of the agreed lease term, the lease shall be deemed to have been entered into for an indefinite period of time and on the same conditions. The Lessor shall, however, also have the right to claim the leased object at the end of that period, and to retrieve it if he deems this necessary. The costs thereof are for the Lessee. In the event of termination of the lease, the notice period stipulated in the Agreement shall apply.

36.2 If the Lessor determines that the Lessee is failing to comply with the terms of the Agreement, he will be entitled – without further notice – to terminate the Agreement immediately and to retrieve the leased object. The Lessor shall continue to be entitled to charge the lease for the original duration of the Agreement to the Lessee, unless the leased object is used elsewhere. Each Agreement ends:

- 1) on expiry of the agreed period;
- 2) by written termination by one of the Parties with due observance of the agreed notice period;
- 3) immediately in the event of bankruptcy, receivership, suspension of payments or a request for a moratorium to creditors, discontinuation of the company by the Lessee;
- 4) immediately, if the Lessor establishes that the Lessee has failed to meet his obligations, arising from the Agreement or the conditions.

In all these cases, the Lessor is entitled – the Lessee is hereby irrevocably authorised – to enter the premises of the Lessee where the leased object is located and to repossess the leased object, without prejudice to the right to claim compensation for costs, damages and interest on premature termination.

Article 37: Rental price, security deposit payment

37.1 The term(s) of payment set for the rental price will commence on the day on which the leased object is actually delivered to the Lessee. Even if the leased object is again at the Lessor's disposal before the end of the agreed period, the Lessor shall be entitled to claim the lease for the entire duration of the Agreement, unless the leased object is used elsewhere. In the case of contracts longer than 6 months, the agreed lease price will be adjusted every 6 months in line with the Wage Index Figure as published by Statistics Netherlands (CBS).

37.2 The lease must always be paid in advance for a period to be agreed upon. Costs of maintenance and/or repairs must be paid immediately by the Lessees after receiving the invoice.

37.3 Unless agreed otherwise in writing, the Lessee shall owe a security deposit for each lease. The security deposit shall be fixed in proportion to the value of the leased object. If the Lessee fails to pay a security deposit on time, the User may unilaterally terminate the Agreement, without prejudice to the User's right to compensation. The security deposit must not be regarded as an advance payment on the lease owed. At the end of the Lease Agreement, the User can offset the amounts owed by the Lessee with the security deposit. The security deposit will only be returned if it has been established that the Lessee has fulfilled all his obligations.

Article 38: Insurance

38.1 Shipping to and from the Lessee shall take place at the expense and risk of the Lessor. The racks leased by the User are insured for a risk of statutory liability. The Lessee is a co-insured party within this insurance. Any damage covered by this insurance is subject to a deductible of € 1.500,=, which is payable by the Lessee. No deductible applies to damage resulting from death and/or injury. It is expressly stipulated that damage to the Lessee's own goods and damage to goods in the possession of the Lessee is not insured and is therefore at the expense of the Lessee. Detailed policy terms regarding the insurance will be sent to you on request.

Article 39: Inspection

The Lessor is at all times entitled to inspect the leased object and to carry out any maintenance, servicing, repairs, etc. deemed necessary.



Article 40: Use and maintenance of the leased object (and at valid retention of title)

40.1 The Lessee shall be obliged to fully follow the instructions for operation and maintenance, to carry out the maintenance indicated, not to tolerate any overloading and immediately after the expiry of the Agreement to make the leased object in available to the Lessor in a ready-to-use, clean and tidy condition, including all accessories.

40.2 During the lease term, or in case of purchase as long as there is a retention of title on the part of the User on the Products, the following rules of maintenance and use of the Products shall apply.

40.3 The Commissioning Party shall not make any changes to or allow any materials to be applied to the Products without the User's prior written consent. Notwithstanding the User's consent in this respect, the Commissioning Party will, upon the User's first request, arrange for the removal of any materials applied to and restore the Products to their original state at the User's expense upon termination of the lease without the Commissioning Party being entitled to any compensation in this respect.

40.4 Maintenance, modifications and/or carrying out repairs may only be done by the User, unless the Commissioning Party has been given written consent to carry out this work himself or have it done by third parties.

40.5 The Commissioning Party is deemed to have received the Products in a good condition and state of repair. The Commissioning Party will use the Products with care in accordance with their intended purpose and maintain the Products in a good condition and state of repair at his own expense, with the exception of normal wear and tear. The Commissioning Party will take care of all minor and daily repairs to the leased object, including replacing defective components (to be purchased from the User at new price).

40.6 The User has the right to inspect the Products from time to time. In the event that the User is of the opinion that the products are being used improperly or are being neglected, the User shall be entitled to repossess the Products and/or restore them to a good state of repair and maintenance, or have them restored, all this at the Commissioning Party's expense.

40.7 If, at the end of the lease term (upon return to the User's depot or of any third party engaged by User), the User is of the opinion that the Products are no longer in a good condition and state of repair, normal wear and tear excepted, the User will inform the Commissioning Party on this and restore the Products to their original state of repair, or have them restored, at the Commissioning Party's expense.

40.8 The Commissioning Party will not sell, transfer, (sub)lease the Products or encumber them with a limited right or give them in use (in any other way) to a third party. In the event that the Commissioning Party acts contrary to this obligation, he will forfeit a penalty of € 25,000.-- payable on demand without any reminder, notice of default or judicial intervention being required without prejudice to the User's right to full compensation based on the Law.

40.9 The Commissioning Party shall not transport or relocate the products, or have them transported or relocated, without the Contractor's prior written consent.

Article 41: Ownership

41.1 During the Lease Agreement, the leased object remains the inalienable property of the Lessor. The Lessee may only use the leased object in and for the benefit of his business; without the written consent of the Lessor he may not sublet it, lend it or give it in use to third parties – whether or not for payment – or relocate the product to a different address than stated on the delivery note. If the Lessee proceeds to alienate the leased object, he will be guilty of the crime of embezzlement.

41.2 During the lease term, or in the event of a sale while the leased object is still subject to the User's retention of title, the Commissioning Party is prohibited from permanently attaching the leased objects to immovable properties, including the ground. If, in the event of lease, the Commissioning Party acts contrary to this obligation, ownership of the leased object by the owner of the ground will not arise as a result, since the Parties intend the Lease Agreement to be for temporary use only.



Article 42: Transfer of rights and obligations

The Lessee may transfer rights or obligations arising from the Lease Agreement to a third party only with the User's prior written consent. The User may grant permission subject to conditions. The User has the right to transfer the ownership of the leased object, as well as the rights and obligations arising from the Lease Agreement entered into with the Lessee, to a third party. The Lessee expressly agrees in advance that the rights and obligations arising from the Lease Agreement and these Terms and Conditions, as well as ownership of the leased object, may be transferred to a third party.