

## **General Terms and Conditions for Rental AMT Rail Road B.V.**

### **Article 1 – Applicability**

1. The user of these general rental terms and conditions (hereinafter referred to as 'general rental conditions') is:
  - o AMT Rail Road B.V., a company established in Breda, registered with the Trade Register of the Chamber of Commerce under number 94758476, and having its office at (4838 GZ) Breda, at Rithmeesterpark 11, hereinafter referred to as 'AMT Rail Road'.
2. These general rental conditions apply to all offers made by AMT Rail Road and all agreements concluded with AMT Rail Road. AMT Rail Road expressly rejects all other (special) conditions of the contracting party of AMT Rail Road (hereinafter referred to as 'Client', which also includes anyone acting on behalf of or for the account of a third party who makes use of AMT Rail Road's services), unless AMT Rail Road expressly and in writing agrees to the (special) conditions of the Client. Such consent applies only to the specific (special) agreements and applies only once and for the specific agreement in which the Client invokes their (special) conditions.
3. In the event of a conflict between these general rental conditions and the agreement concluded between AMT Rail Road and the Client, the agreement with the Client shall prevail.
4. The Client with whom an agreement has been concluded once under these general rental conditions agrees to the applicability of these general rental conditions to later agreements between them and AMT Rail Road.
5. AMT Rail Road has the right to modify the general conditions at any time, even during the term of the agreement to which these conditions apply. The Client's consent or approval of such changes is not required.
6. The potential invalidity of any provision of these general rental conditions or a part of a provision shall not affect the applicability of the remaining provisions and/or the remainder of the invalid provision. In such a case, AMT Rail Road will replace the invalid provision with a valid provision in line with the nature and intent of the invalid provision.
7. The Dutch-language version of the general rental conditions takes precedence over any translations. The general rental conditions are also available on the website [www.amtgroup.nl](http://www.amtgroup.nl).

## **Article 2 – Agreements**

1. All offers made by AMT Rail Road are non-binding, unless otherwise stated. AMT Rail Road may withdraw any offer at any time.
2. An offer is valid for two weeks from the date of issuance, unless otherwise agreed.
3. An agreement is concluded on the day both parties have signed the agreement.
4. Oral commitments and agreements made with subordinates of AMT Rail Road are binding on AMT Rail Road only if and to the extent that they are confirmed in writing by AMT Rail Road.
5. Each agreement entered into by AMT Rail Road is subject to the suspensive condition that the Customer is sufficiently creditworthy for the fulfilment of the agreement. AMT Rail Road is always entitled to require security from the Customer at or after the conclusion of the agreement that the Customer will meet all their (payment) obligations, failing which AMT Rail Road is entitled to suspend its performance.
6. All oral and written information about the object to be rented, as presented in advertising documents, illustrations, brochures or other documents, regarding (among other things) technical performance, usage characteristics, and suitability for the intended use of the rented object, shall only form part of the agreement if AMT Rail Road confirms this in writing. AMT Rail Road can never be held liable for inaccuracies or deviations concerning images, dimensions, capacity, and weight.
7. Cancellation or modification of the delivery/collection of the rental object/the rental agreement may only take place in writing (by letter or email). If a delivery is cancelled or modified by the Customer, the Customer is required to pay AMT Rail Road a compensation of 35% of the total value of the (rental) agreement, without prejudice to AMT Rail Road's explicit right to claim a higher compensation.

## **Article 3 – Delivery and Collection of the Rented Object**

1. The issuance of the rented object, hereinafter referred to as the 'rental object', takes place at (a location of) AMT Rail Road or on-site.
2. The Customer is always required to sign for receipt of the rental object.
3. The risk of the rental object passes to the Customer at the moment of signing for receipt upon collection at (a location of) AMT Rail Road.
4. In the case of national delivery of the rental object to the location, the risk of the rental object passes to the Customer from the moment of transport. The transport and the costs thereof are the responsibility and risk of the Customer.
5. In the case of international delivery of the rental object to the location, AMT Rail Road will determine which Incoterms rule applies to the transport based on the most recent version of the Incoterms rules in the rental agreement with the Customer, and thus which risk and cost distribution applies to the transport of the rental object.
6. The Customer must ensure that an authorised person is present on the agreed delivery day to receive the rental object. If no one is present at the location upon delivery, AMT Rail Road has the right to take the rental object back. Any additional costs arising from this will be borne by the Customer.
7. The delivery of the rental object by AMT Rail Road will take place at the address provided by the Customer, which must be easily accessible for the required transport vehicle. Any additional costs due to extra loading or unloading time will be borne by the Customer.
8. If the Customer collects the rental object from (a location of) AMT Rail Road, all costs incurred in this regard will be the responsibility and risk of the Customer, and the Customer must collect the delivery at the time and place indicated by AMT Rail Road. If the scheduled collection date is exceeded, AMT Rail Road reserves the right to consider this agreement as cancelled (or terminated) without prior notice of default. In such

- cases, the provisions of Article 2, paragraph 6 of these general rental conditions apply.
9. The execution and delivery dates provided by AMT Rail Road or agreed with the Customer are never final deadlines and do not constitute an essential part of the agreement. In the event of a delay in the specified deadline, AMT Rail Road and the Customer will agree on a reasonable additional period. A single delay, whether of the original or any subsequent deadlines, cannot give rise to any liability on the part of AMT Rail Road and/or the termination of the agreement entered into with AMT Rail Road. Changes to the order automatically result in the applicable delivery times being void.
  10. In the event of partial execution or delivery of the agreement by AMT Rail Road, this will not result in the termination of the agreement in any way.
  11. If the Customer unjustifiably refuses to accept and/or collect the delivery or rental object, the Customer is obliged to pay an immediately payable penalty of 35% of the total value of the delivery or rental fee, without prejudice to AMT Rail Road's right to claim additional compensation if its damage exceeds the amount of the penalty. In the event that the rental object is stored by AMT Rail Road, the risk of accidental loss or unintended deterioration of the rental object to be delivered is borne by the Customer.
  12. AMT Rail Road has the right to deliver an item that deviates from the agreed object in the execution of the agreement with the Customer, without the Customer having any right to compensation.
  13. Upon request and at the Customer's expense, shipments can be insured against theft, transport damage, and other insurable risks.

#### **Article 4 – Quality Control after Delivery**

1. At the time of delivery/collection of the rental object in accordance with Article 3 of these general rental conditions, the Customer will inspect the rental object. Any findings resulting from this inspection must be reported in writing to AMT Rail Road immediately. No further reports will be accepted after the item has been put into use.
2. As part of this inspection at the time of collection/delivery, both parties shall complete a written form in which any complaints regarding the rental object will be noted, and which form both parties must then sign.
3. If the Customer submits a written complaint about a justified issue to AMT Rail Road in accordance with paragraph 1, AMT Rail Road will, in consultation with the Customer, repair these defects.
4. If the Customer raises no complaints regarding the rental object at the time of delivery/collection (see also the last sentence of paragraph 1 of this article), the Customer is deemed to have received the rental object in perfect condition.
5. In the case of insignificant deficiencies, particularly those that do not or barely affect the intended use of the rental object, the rental object will be deemed accepted regardless of these deficiencies. If necessary, AMT Rail Road will address such deficiencies as soon as possible in consultation with the Customer.

## **Article 5 – Duration of the Rental Agreement and Obligations of the Customer**

1. Rental agreements are deemed to be concluded for the period agreed upon in writing by the parties.
2. All days during which the Customer has possession of the rental object, including the days of collection and return (if the latter is not before 09:00 in the morning), Saturdays, Sundays, and officially recognised public holidays, will be charged. On Sundays and officially recognised public holidays, the materials will not be accepted by AMT Rail Road. A portion of a day is considered a full day for this purpose.
3. The Customer must return the rented object no later than the day and time at which the agreed rental period ends, unless an extension of the agreement is agreed upon in writing in advance.
4. If the agreed rental period has ended and the rented item is not returned in the agreed manner, AMT Rail Road may, at its discretion and without having to notify the Customer orally or in writing, extend the rental period by one day, or AMT Rail Road may immediately reclaim the goods.
5. The rental period ends after AMT Rail Road has taken possession of the rented item, by means of inspection and approval confirmed by the signing of a return note by both the Customer and AMT Rail Road. Leaving the rental object unattended or behind at the workplace or at any of AMT Rail Road's locations is not accepted and does not count as the end of the rental period.
6. The rental object must be returned before 09:00 in the morning (unless otherwise agreed). Failure to do so will result in rental charges being applied for the day of return.
7. If, at the Customer's request, AMT Rail Road is to deliver and/or collect the rental object, the Customer shall be liable for delivery and/or collection charges (as also stated in Article 3). If the request for collection of the rental object reaches AMT Rail Road after 16:00 on any day, AMT Rail Road is entitled to charge for the following day's rental.
8. The rental object must be returned by the Customer in the same condition as it was received, i.e., maintained, clean, in good working order, and sorted and packed in the same way as at delivery (subject to normal wear and tear). Any additional time or costs incurred as a result of this will be borne by the Customer.
9. Before the Customer is allowed to move the rental object, they must inform AMT Rail Road in writing of the new location and the date of the move. AMT Rail Road reserves the right to withhold this move, in which case it may terminate the rental agreement with the Customer without further notice of default, without being liable for any damages or required to compensate the Customer for costs.

## Article 6 – Use and Maintenance

1. The Customer is obliged to engage only a qualified machinist for the overall use of the rental object. For the purposes of these general rental terms and conditions, a qualified machinist is defined as a machinist who is authorised to use the rental object, or a machinist with experience with a similar machine.
2. The Customer is obliged to use the rental object for its intended purpose and to care for it as a good housekeeper, taking into account the operating and instruction guidelines, which were provided or explained to the Customer upon delivery of the rental object. If certain risks are associated with the Customer's use, the Customer is required to inform AMT Rail Road in writing prior to the start of the rental agreement.
3. During the rental period, the Customer is obliged to observe all applicable safety regulations and other government regulations. The Customer indemnifies AMT Rail Road for any damage arising from the Customer's failure to observe these regulations.
4. The Customer is responsible for obtaining any necessary permits, approvals, driving licences, and other requirements for the use of the rental object (and ensuring these are maintained throughout the duration of the rental agreement). The Customer indemnifies AMT Rail Road for any damage arising from the Customer's failure to observe these requirements.
5. For rental objects that are rented across the Dutch border, the Customer is responsible for ensuring that the rental object is used in accordance with the legislation in the country of use. The Customer indemnifies AMT Rail Road for any damage arising from the Customer's failure to observe these regulations.
6. The Customer is always responsible for using the correct energy supply, fuel, and lubricants and for maintaining the oil level of the rental object during the rental period.
7. The Customer is responsible (unless otherwise agreed between the parties) for the maintenance of the rental object at the place of use, at their own risk. This must be done in accordance with the technical specifications (of the manufacturer, within any maintenance intervals prescribed by the manufacturer) for maintaining the respective rental object. Prior to performing maintenance, the Customer must always consult with AMT Rail Road and obtain written consent from AMT Rail Road for the intended maintenance work.
8. The Customer is not permitted to make any alterations to the rental object, nor carry out any repairs to the rental object (unless otherwise agreed between the parties or with written consent from AMT Rail Road). Any defects and/or malfunctions and/or breakdowns of the rental object must be reported to AMT Rail Road in writing immediately, but no later than 24 hours after their occurrence or discovery. See also the provisions below in paragraph 8 of this article.
9. The Customer is always responsible for ensuring:
  - a) The rental object is kept in excellent working condition and is used as a good housekeeper, in accordance with its intended use;
  - b) The rental object is stored in a secure, locked place and the necessary checks are performed, as described in the operating instructions, including, but not limited to: checking the oil level, water, belt tension, tyre pressure, etc.;
  - c) During the periodic checks of the water level, ensuring that the antifreeze concentration remains sufficiently high to ensure proper protection;
  - d) No changes are made to the rental object without written permission from AMT Rail Road;
  - e) The Customer notifies AMT Rail Road within 24 hours of the occurrence or discovery of any damage/defect, including operational damage, and/or destruction of the rental object and any accident involving the goods. The notification must be made via email to [info@amtgroup.nl](mailto:info@amtgroup.nl). The Customer's report must include an accurate identification of the affected goods and a detailed description of the damage or defect. In the case of late notification, the full repair costs and any additional costs will be at the Customer's expense and risk;

- f) The Customer notifies AMT Rail Road within 24 hours of the occurrence of any damage to and/or issues with the tyres. This reporting obligation also applies to damage and/or problems with the tyres, even without loss of pressure. In the case of late notification, the full repair costs and any additional costs will be at the Customer's expense and risk;
  - g) A suitable space (adequate in size, well-lit, ventilated, and heated) is continuously provided at the location, allowing AMT Rail Road personnel to perform necessary work in a safe environment. The Customer grants AMT Rail Road access to store the necessary (spare) parts, lubricants, and other products and tools needed for maintenance and repair work in this space. The Customer is responsible for any loss and damage to these goods;
  - h) All replacement parts are only purchased from the original supplier(s) or a party designated by AMT Rail Road or the relevant original supplier. For rentals, these parts, along with any components or accessories added by the Customer during the rental, become the property of AMT Rail Road without any refund or compensation from the latter;
  - i) During the term of the rental agreement and after its termination, the Customer grants access to AMT Rail Road (or its personnel or representatives) and/or its insurers to inspect the rental and/or sold goods;
  - j) Ensuring proper compliance with all relevant laws and regulations relating to the (use of) the rental object;
  - k) The Customer must inform AMT Rail Road prior to the delivery/pickup of the rental object about any standard and legal conditions that the goods or services must meet in the country of delivery/operation. AMT Rail Road is entitled to terminate an already concluded rental agreement without further notice if it is found that the rental object cannot and/or should not be used legally in the desired country of delivery/operation, without prejudice to AMT Rail Road's right to claim damages.
10. If the Customer fails to meet their obligations under this article, AMT Rail Road reserves the right to suspend and/or terminate the agreement with the Customer, and to claim (additional) compensation, all at the Customer's risk.
11. Maintenance costs are always borne by the Customer (unless otherwise agreed).
12. The Customer who rents a rental object from AMT Rail Road for which instruction (written or verbal) has been given to the Customer is not permitted to allow this rental object to be used by persons who have not received this instruction or who have not been informed of the written instruction.
13. Furthermore, the Customer is not permitted to:
- **a)** Transport the rental object to another location or use it for other purposes unless expressly agreed otherwise;
  - **b)** Sublet, pledge, encumber, or otherwise make the rental object available to a third party;
  - **c)** Take or use the rental object outside of the Netherlands unless expressly agreed otherwise (see also Article 5, paragraph 9).
14. If a rental agreement is concluded with multiple Customers, all obligations under the agreement are joint and several liabilities of the Customers.
15. The Customer is obliged to allow AMT Rail Road at all times to place advertisements, labels, or similar notices on the rented object.
16. The Customer may only make installations and modifications to the rental object with prior written consent from AMT Rail Road. Upon the return of the rental object, the installations become the property of AMT Rail Road without compensation. The Customer is entitled to remove the installations and modifications at the end of the rental period, provided that the original condition is restored.
17. AMT Rail Road is entitled at any time to inspect the rental object and to have it technically examined or inspected. The Customer must grant access for this purpose.

The Customer agrees that, in the event of damage and/or defects to the rental object, an expert assessment will be carried out at the Customer's expense.

## **Article 7 – Risk / Liability of the Customer**

1. The Customer is liable for all possible damage to the rental object during the rental period, until the moment the rental object is received back by AMT Rail Road, regardless of whether this damage is compensated by any insurance. Damage includes, but is not limited to, damage caused by wear and tear, contamination and/or soiling, total loss, misappropriation, theft, improper and/or careless use, lack of maintenance, making the rental object unusable or worthless, and/or damage to accessories and similar circumstances.
2. In the case of damage as mentioned in Article 7.1, the Customer is also liable for all repair, cleaning, transportation, restoration, and replacement costs.
3. Damage must be reported in writing to AMT Rail Road without delay, but no later than 24 hours after the occurrence.
4. The Customer fully indemnifies AMT Rail Road against any claims from third parties for compensation related to the use of the rental object.
5. In all of the above cases, the Customer is still obliged to pay the rental fees in full and has no right to substitute materials. Only in the event of a defect and/or damage to the rental object that is due to normal wear and tear, AMT Rail Road will take care of repairs and, if necessary and possible, replacement for the remaining duration of the rental agreement.
6. If AMT Rail Road (or a party engaged by AMT Rail Road) proceeds with repairs as mentioned in Section 5 above, the Customer must make the rental object available to AMT Rail Road in an appropriate workspace. If this condition is not met, the Customer shall bear the additional costs associated with the repair.
7. The Customer is prohibited from repairing the rental object themselves (unless otherwise agreed between the parties or written consent has been granted by AMT Rail Road).
8. For national rentals, AMT Rail Road takes out a liability insurance policy concerning the rental object, which covers its financial risks arising from legal liability. The terms of this insurance are available for inspection at AMT Rail Road. The premium that AMT Rail Road must pay for the rental object under this liability insurance is included in the rental price. The Customer is additionally required to take out their own insurance policies for public liability, as well as a CAR insurance (Construction AllRisk) or EAR insurance (Erection AllRisk) or comparable insurance. The Customer is also obliged to adequately insure the rental object and keep it insured throughout the rental period against all damage, including but not limited to theft, fire, misappropriation, vandalism, machine failure, collision, and similar events, which may result in the total or partial loss/destruction/damage of the rental object. The insurance must cover the location as well as transport. Any payout from these insurances related to the rental object shall be made to AMT Rail Road. The Customer expressly agrees to this. The Customer is required to inform their insurers of this obligation and provide AMT Rail Road with the names and addresses of their insurers. AMT Rail Road is entitled to notify the insurers that the insurance payments for the rental object owned by AMT Rail Road must be made to AMT Rail Road. The Customer must provide AMT Rail Road with access to the policies and proof of payment for the aforementioned insurances upon request. If the Customer fails to comply with this obligation, they will be liable to AMT Rail Road for any damage and costs incurred by AMT Rail Road as a result.
9. For each event covered by the liability insurance in Section 8, the Customer is liable to AMT Rail Road for an excess. The amount of the excess is specified in the insurance overview, which is available for inspection at AMT Rail Road.

10. For international rentals, the Customer is responsible for taking out all necessary insurances for any damage, risk, loss, or theft concerning the rental object (see also Section 8) against at least the replacement value, as determined by AMT Rail Road per rental agreement.
11. This also includes a statutory (mandatory) liability insurance that meets the requirements set by the relevant country (with an insurance company generally accepted in that country), as well as public liability insurance and CAR/EAR or similar insurance. The rental object must be adequately insured throughout the rental period. The Customer must inform AMT Rail Road in writing of any special (legal) requirements for insurance that apply in the country of use. Any payout from these insurances related to the rental object shall be made to AMT Rail Road. The Customer expressly agrees to this. The Customer is required to inform their insurers of this obligation and provide AMT Rail Road with the names and addresses of their insurers. AMT Rail Road is entitled to notify the insurers that the insurance payments for the rental object owned by AMT Rail Road must be made to AMT Rail Road. The Customer shall bear any excess. The Customer must provide AMT Rail Road with access to the policies and proof of payment for the aforementioned insurances upon request. If the Customer fails to comply with this obligation, they will be liable to AMT Rail Road for any damage and costs incurred by AMT Rail Road as a result.
12. All taxes, levies, and duties related to the rental object are the responsibility of the Customer, as well as any damage or fines resulting from non-compliance with legal and other government regulations.
13. The Customer is obliged to implement appropriate measures to prevent and minimize damage.
14. In the event of a criminal offense, the Customer must immediately report the matter to the relevant authorities, providing a copy of the report to AMT Rail Road. If the Customer fails to report theft and/or submit a police report, the theft will be considered embezzlement.
15. If the rental object is used on public or third-party land, the Customer must ensure that the necessary permission or permit is granted by the rightful owner.

## **Article 8 – Risk / Liability AMT Rail Road**

1. AMT Rail Road shall not be liable, except in cases where the law imposes a mandatory obligation for compensation and except in cases of intent or gross negligence, for: a. damage resulting from delayed delivery; b. damage caused by intent, fault, or negligence of those whom AMT Rail Road engages in the performance of the agreement; c. damage caused by the auxiliary and transport equipment used by AMT Rail Road.
2. AMT Rail Road will only accept liability if and to the extent (taking into account paragraph 1 of this article) AMT Rail Road has not fulfilled its obligations under the agreement with the Customer in a manner attributable to it, and if and to the extent that this liability is covered by its insurance, up to the amount paid out by the insurer.
3. If for any reason AMT Rail Road's insurer does not make a payout, AMT Rail Road's liability is limited to half of the total rental amount stated in the rental agreement, with a maximum of €10,000.
4. Only direct damage is eligible for compensation. AMT Rail Road is not liable for indirect or consequential damage, business loss, loss of turnover, lost profits, delay damage, or similar, unless caused by intent or gross negligence on the part of AMT Rail Road.
5. In the event of unlawful conduct by AMT Rail Road or any of its subordinates, AMT Rail Road shall only be liable for damage resulting in death or personal injury, up to a maximum of €10,000.
6. AMT Rail Road is not liable for infringement of intellectual property rights if AMT Rail Road uses data provided by the Customer.



7. AMT Rail Road is not liable in case of force majeure on its part. Force majeure on the part of AMT Rail Road includes, but is not limited to, strikes at AMT Rail Road or its suppliers, a general shortage of required raw materials and other goods or services necessary for the correct execution of the agreed arrangements, natural disasters, wars, terrorism, riots, fire in or flooding of its premises, pandemics, or other causes that make it impossible for AMT Rail Road to meet its contractual obligations under the given circumstances. The Customer is not entitled to terminate the agreement with AMT Rail Road in case of force majeure.
8. To the extent that liability is excluded or limited, this also applies to the personal liability of AMT Rail Road's staff, legal representatives, or substitutes.

## **Article 9 – Interim Termination**

1. AMT Rail Road is entitled to terminate (dissolve) the lease agreement concluded with the Customer without further notice, if:
  - a) The Customer is in default of timely payment of the due rental payments or fails to properly fulfil any other obligation arising from the lease agreement, or acts in conflict with these obligations;
  - b) The Customer enters into bankruptcy, applies for a suspension of payments, or has goods of the Customer seized;
  - c) The leased object is destroyed or damaged to such an extent that, in AMT Rail Road's opinion, repair is not worthwhile;
  - d) The Customer has a substantial arrears in the payment of taxes and/or premiums owed under social security laws;
  - e) The Customer dies during the term of the lease agreement, is placed under guardianship, or relocates their business abroad;
  - f) The Customer is a legal entity or a partnership, in the event of its dissolution or liquidation;
  - g) The Customer, without prior written consent from AMT Rail Road, ceases or substantially reduces their business, transfers it, or, in relation to the goods, forfeits their independence, without AMT Rail Road's consent, based on the size of the partner(s);
  - h) An event occurs which, in AMT Rail Road's opinion, significantly increases its risk and/or may obstruct the normal execution of the lease agreement.
2. In the event of termination under paragraph 1 of this article, AMT Rail Road is entitled to immediately reclaim the leased object at the Customer's expense, and all due and outstanding rental payments shall be immediately and entirely payable, along with any other amounts owed by the Customer.
3. Termination of the lease agreement by AMT Rail Road, or the right to do so, entitles AMT Rail Road to claim compensation and does not affect its other rights. The Customer shall not be entitled to any compensation as a result.
4. Interim termination of the lease agreement by the Customer is not possible without the express written consent of AMT Rail Road.

## **Article 10 – Return of the Rental Object/End of Agreement**

1. The Customer is obliged to return the rental object, including all associated accessories, on time, i.e., no later than the agreed date, and free of defects, cleaned, with a full fuel tank, and all keys and documents handed over. If the Customer fails to comply with these obligations or if the rental object is otherwise not in order, the additional costs incurred by AMT Rail Road will be borne by the Customer.
2. If it has been agreed that AMT Rail Road (or a party instructed by it) will collect the rental object at an agreed time and national location from the Customer, the transport costs will be borne by the Customer. The risk of the rental object remains with the Customer during transport, up until the final inspection at AMT Rail Road. Regarding international delivery of the rental object to the location, the Incoterms rule chosen by AMT Rail Road will determine how the risk and cost distribution is handled. See also Article 3, Section 4 of these general rental terms.
3. Any damage/defects to the rental object, which have not been immediately (but no later than within 24 hours) reported to AMT Rail Road (which is in violation of Article 6 of these general rental terms), must be reported in writing to AMT Rail Road upon return of the rental object.
4. Upon return of the rental object by the Customer, the rental object will be inspected by AMT Rail Road. The inspection for any damage takes place after the rental object has been returned to an AMT Rail Road location. This applies even if AMT Rail Road itself performs the return transport. Employees of a transport company instructed by AMT Rail Road are not authorised to perform a return inspection (acceptance) or make legally binding statements on behalf of AMT Rail Road. In addition to the written obligation to inform AMT Rail Road of any defects, the Customer is also obliged to inform the AMT Rail Road transport personnel or the transport company of any (previously unreported) damage/defects when handing over the rental object for return transport.
5. The condition of the rental object will be documented by AMT Rail Road during the final inspection in a return receipt. If defects and/or damages are identified by AMT Rail Road, the cost of the damage will be charged to the Customer on a one-to-one basis.
6. If the return of the rental object is incomplete, particularly with regard to any accessories, AMT Rail Road is entitled, at its discretion, to purchase all available rental accessories or other missing parts at the Customer's expense.
7. If the Customer refuses or fails to return the rented items as specified in Section 1 of this article, AMT Rail Road has the right, immediately after the first working day following the end of the rental agreement, to retrieve the rented items at the Customer's expense. In this case, the Customer will also owe AMT Rail Road a fee for each day the Customer is in default of returning the rented items in accordance with Section 1 of this article, with a delay calculated from the termination date or the end of the rental agreement up to the day of return. This usage fee (excluding VAT and other costs) is equal to the current daily rental rate, without prejudice to AMT Rail Road's right to claim additional compensation for damages.

## **Article 11 – Authorisation**

1. The Customer hereby expressly and irrevocably authorises the person receiving the leased property on their behalf at the start of the lease and returning it at the end of the lease, to carry out all necessary formalities, including inspecting and checking the leased property, accepting and handing over the leased property and the associated documents, and signing transfer reports on behalf of the Customer in a binding manner.

## **Article 12 – Ownership**

1. The leased object shall never become the property of the Customer, regardless of the duration of the lease agreement.
2. The Customer is obliged to grant AMT Rail Road unrestricted access to the leased object at any time. The Customer shall cooperate with AMT Rail Road to enable AMT Rail Road to exercise the retention of title referred to in the previous paragraph.
3. The Customer is obliged to inform its creditors that the leased goods are owned by AMT Rail Road and, for this reason, cannot be used as collateral in any way, including pledges.
4. If a third party places a conservatory or executory attachment on the leased object, the Customer must immediately (within 24 hours) inform AMT Rail Road in writing. Furthermore, the Customer must inform the relevant bailiff and/or the party on whose behalf the attachment has been made that the leased goods are the property of AMT Rail Road.

## Article 13 – Payment Terms

1. All (rental) prices are in euros and exclusive of VAT.
2. The following costs are not included in the rental price and are expressly the responsibility of the Customer (unless otherwise agreed by the parties): purchase of replacement parts, usage costs including fuel and periodic inspections, packaging and transport costs, postage costs, costs related to special working conditions, maintenance costs, preparation of import and export documents, import duties, levies, and taxes.
3. The Customer is entitled to 8 working hours per rental item per working day (40 hours per week). The rental price is based on this number of working hours per day. The Customer is obliged to notify AMT Rail Road in writing of the actual number of working hours at the end of each rental month. If the allowed number of working hours is exceeded, AMT Rail Road is entitled to charge a surcharge. Refunds or credits for unused working hours are excluded.
4. AMT Rail Road is entitled to index the rental price annually. The indexed rental price is payable and due, even if AMT Rail Road does not notify the adjustment. Indexation will only occur if the new index figure leads to an increase in the rental price.
5. The indexation of the rental price is based on the change in the monthly price index according to the consumer price index (CPI) for all households (2006=100), published by the Central Bureau of Statistics (CBS). The revised rental price will be calculated using the formula: the revised rental price equals the applicable rental price on the adjustment date, multiplied by the index figure of the calendar month that is four calendar months before the calendar month that is sixteen calendar months before the calendar month in which the rental price is adjusted. If the CBS discontinues the publication of the aforementioned price index or changes the basis of its calculation, an index figure that is as close as possible to it or a comparable index figure will be used. In the event of a dispute on this matter, the most appropriate contracting party can request a ruling from the director of the CBS, which will be binding for both parties. Any associated costs will be equally borne by both parties.
6. AMT Rail Road is entitled to request an advance payment or prepayment from the Customer at the time of entering into the agreement, as well as prior to or during the execution of the order.
7. Payment by the Customer must be made without set-off or deduction to a bank account designated by AMT Rail Road, with reference to the reference provided by AMT Rail Road.
8. The first rental price is payable upon delivery/collection of the rental item, no later than 14 days after receipt of the first rental invoice. The subsequent rental payments must always be paid in advance for the relevant month. If the rental agreement starts during a calendar month, the fee for the period until the first of the following month will be calculated pro-rata per day based on the agreed monthly rental. If the rental agreement ends during a calendar month, the fee for that month will also be calculated pro-rata.
9. AMT Rail Road is entitled to send its invoices to the Customer electronically.
10. In the event of exceeding the agreed-upon final payment deadline, any discounts will be forfeited, and AMT Rail Road has the right to charge the full price.
11. In the event of exceeding the agreed-upon final payment deadline, the Customer is obliged to provide sufficient security for payment upon AMT Rail Road's first request, as determined by AMT Rail Road. If the Customer fails to provide the required security within the timeframe set by AMT Rail Road, they will be in default automatically and without further notice, and a contractual interest of 1.5% per month or part thereof will be due on the unpaid portion of the invoice, calculated from the due date until the day of payment.
12. All reasonable costs incurred in collecting the debt, in addition to any further claims for damages, are at the expense of the Customer. These costs will amount to at least 15% of the amount to be recovered, with a minimum of €500.
13. Payments will be deemed to have been made first to cover any outstanding interest and costs, and then to settle the oldest outstanding invoice.

14. Objections to the invoice amount or complaints about the delivery (including regarding the delivered rental items) do not suspend the Customer's payment obligation.

#### **Article 14 – Security Deposit**

1. The Customer is required to pay a security deposit equal to one month's rent (unless the parties agree on a different amount) to AMT Rail Road at the commencement of the lease agreement, as further security for the fulfilment of all the Customer's obligations towards AMT Rail Road under the lease agreement.
2. The security deposit mentioned in paragraph 1 shall be refunded to the Customer by AMT Rail Road after the termination of the lease agreement, provided that it is then confirmed in a written document regarding the condition of the leased items, prepared between the parties, that the leased items have been returned to AMT Rail Road in good condition.

#### **Article 15 – Complaints**

1. The Customer has no right to suspend the rental agreement, nor to reduce or suspend the payment of the rent, nor can they claim any compensation in the event of complete or partial loss of (the enjoyment of) the rental object, insufficient return, or technical defects. Offsetting is also not permitted for the Customer.
2. Complaints shall in no event release the Customer from their payment obligations. The obligations of AMT Rail Road as described in these general rental conditions shall automatically be suspended if and as long as the Customer fails to meet their payment obligations.
3. The Customer is obliged to reimburse AMT Rail Road for the costs incurred as a result of unjustified complaints.
4. Unless expressly approved in writing in advance by AMT Rail Road, the Customer is not permitted to return the rental object to AMT Rail Road, have any work carried out on it (by third parties), or to proceed with a covering rental (replacement rental).

## **Article 16 – Data Protection**

1. The rented goods may be equipped with geolocation systems and/or trackers, particularly for the purpose of combating theft and fraud and refining the billing for the use of the rented goods. AMT Rail Road reserves the right to check the location of the rented goods at any time. The collected location data is not visible to third parties but may be used by AMT Rail Road as evidence in the case of theft and fraud.
2. The personal data provided by the Customer to AMT Rail Road, including name, address, and phone number, will be collected and processed for the purpose of executing the agreement and for administrative, accounting, and legal management and follow-up of the rental contract. The collected data will be processed in accordance with the data protection policy established by AMT Rail Road as the data controller. This data will be stored in accordance with the provisions of the policy. In accordance with the GDPR and applicable legislation, the Customer has the right to access and correct their information. The Customer may request the deletion of data or exercise their right to restrict processing or their right to data portability. If the Customer wishes to (i) exercise these rights, (ii) obtain information about them, or (iii) ask questions about the processing of this data, the Customer may send a request to AMT Rail Road.

## **Article 17 – Choice of Law and Forum**

1. All offers and agreements (as well as non-contractual claims related to them) between AMT Rail Road and the Customer shall be governed by Dutch law.
2. Any disputes arising from agreements made with AMT Rail Road shall, to the exclusion of all other judicial bodies, be settled by the competent court in Breda, Netherlands (of the Zeeland-West-Brabant district court).
3. The United Nations Convention on Contracts for the International Sale of Goods (C.I.S.G.) shall not apply.