



Aertssen Kranen General Rental Terms and Conditions (Version 01/2019)

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Article 1: Definitions

In these General Terms & Conditions issued by Aertssen Kranen, hereinafter referred to as "**General Conditions**", the terms and phrases used hereinafter shall be understood as follows:

Operational Staff: Staff assigned by the Lessor and who is responsible for performing the following Services: the assembly, operation and dismantling of the Equipment at the Site and the occasional transport of the Equipment.

Contractual Documents: The documents as stipulated in Article 2 of the General Conditions, which govern the Agreement between the Parties.

Services: The services that the Lessor performs for the Lessee, as defined i.a. in the Tender and/or Order Confirmation, e.g. the service and assembly and dismantling of the Equipment, preparing the lifting sketch, the lifting plan and lifting project, the services usually supplied by riggers and foremen, the occasional transport of Equipment, in exchange for the payment of the Service Fee.

Equipment: The equipment, as defined in the Tender and/or Order Confirmation, leased out to the Lessee by the Lessor, as well as the leased equipment following an amendment to the Agreement in accordance with Article 4 of the General Conditions. Are considered as Equipment, among others: rigs (cranes, trucks, etc.), lifting accessories (man baskets, wooden plates, spreaders, etc.). This is not an exhaustive list.

Lessee: The natural or legal person to whom the Lessor leases the Equipment

Load: The goods and materials to hoist or move with the help of the Equipment.

Tender: The document, issued by the Lessor, which lays down the special conditions pertaining to the lease of the Equipment.

Order Confirmation: The document, issued by the Lessor, in which the latter confirms the acceptance of the Tender by the Lessee and which may also contain special conditions pertaining to the lease of the Equipment.

Agreement: The agreement between the Lessor and the Lessee for the lease of the Equipment from the Lessor by the Lessee, as laid down in the Contractual Documents.

Parties: The Lessor and the Lessee.

Fee: The financial consideration for the lease and for the Services such as stipulated under Article 14 of these General Conditions.

Lessor: Aertssen Kranen nv.

Site: The location(s) where the Lessee carries out works for which it wishes to use the Equipment, specified by the Lessee when inviting a Tender.

Work: The works carried out by the Lessee by means of or using the Equipment, included herein any improper use of the Equipment, in breach of the Contractual Documents by the Lessee.

Article 2: Applicability

Subject to amended or supplementary provisions which have been accepted in writing by the Parties, the relation between the Lessor and the Lessee is governed exclusively by the following Contractual Documents:

- The Order Confirmation and its appendices;
- The lifting sketch / lifting plan / lifting project;
- The Tender(s) and its (their) appendices;
- The General Conditions;





- Instructions and regulations for the commissioning, maintenance, safe service and operation of the Equipment.

In the above enumeration, the Contractual Documents are listed hierarchically in order of importance, whereby the first mentioned Contractual Documents prevail over the Contractual Documents subsequently mentioned. The Contractual Documents are interpreted in relation to each other. If these General Conditions refer to the Tender and/or Order Confirmation, the provisions of the Order Confirmation prevail over the provisions of the Tender. The Lessee acknowledges having received these documents. In any case, it is the Lessee's responsibility to obtain these documents from the Lessor.

These General Conditions constitute a Contractual Document and therefore apply to the conclusion, the contents, the implementation and the termination of the Agreement between the Parties, as well as to all other legal acts and legal ties between the Lessor and the Lessee as regards the object of the Agreement.

Acceptance of the Tender and/or Order Confirmation automatically implies the acceptance of these General Conditions.

Merely by receiving the Equipment or by allowing the Equipment on the Site, the Lessee implicitly accepts irrevocably and unconditionally these Contractual Documents in any case.

It is only possible to derogate from these General Conditions if and inasmuch as this is agreed explicitly and in writing between the Parties. The Agreement between the Parties laid down in the Contractual Documents replaces any written or oral contract or agreement between the Parties concerning the lease of the Equipment.

The General Conditions and other general unilateral provisions laid down by the Lessee do not apply, not even additionally. The applicability of the Lessee's possible (sub) contracting, sales, supply, rental or other general or special conditions, whatever their designation, is herein expressly excluded, even if the opposite is or was already stipulated elsewhere. This exclusion prevails over the possible similar exclusion incorporated in the Lessee's general or special conditions.

Article 3: Conclusion of the Agreement

The Agreement between the Parties was established after the Tender was accepted in writing and without any reservation by the Lessee and was confirmed by the Lessor in the form of an Order Confirmation by the Lessor. If the Lessee has bound its acceptance to the performance of conditions that differ from the Tender and/or the General Conditions, these derogations will only be accepted by the Lessor if they were expressly set out or specified in the Order Confirmation of the Lessor. Where the Lessor has forwarded an Order Confirmation to the Lessee without explicitly adopting or indicating the Lessee's derogations, the Agreement is concluded without these derogations being incorporated into it.

Article 4: Object

The Lessor leases the Equipment to the Lessee. The Equipment is not supplied with or accompanied by special lifting equipment and accessories of whichever kind, unless explicitly stated otherwise in writing.

At any time during the performance of the Agreement, the Lessee is entitled to ask to hire additional Equipment or materials from the Lessor. The Lessee shall submit a request to the Lessor to that effect. Following a clear price agreement, this leads, as soon as possible, to the creation of a new, additional Order Confirmation. The additional Order shall take place under the same conditions, unless confirmed differently in writing by the Lessor.

The Lessor can also provide a number of services to the Lessee, such as defined i.a. in the Tender and/or Order Confirmation.

The Lessor is entitled to call on a third party at any time for the full or partial implementation of the Agreement.

The Lessor may require payment guarantees and/or advance payments at any time and suspend the implementation of the Agreement until those guarantees and/or advance payments are provided, without this leading to any form of compensation payable to the Lessee.

The Lessee acknowledges and accepts that possible advice on this point or any other contribution of whatever nature from the Lessor is provided without recognition of responsibility. Such advice in no way detracts from the Lessee's exclusive liability.

Article 5: Choice of Equipment and necessary preparations

5.1. Choice of Equipment

The Lessee is solely responsible for the choice of Equipment and Services and for the suitability of the Equipment and Services to its objectives, and particularly for the handling of Load.





5.2. Necessary preparations

The Lessee itself must prepare beforehand the procedures, the material and all the work necessary for the installation and use of the Equipment and the implementation of its Work. This falls under the Lessee's exclusive liability. If the Equipment is supplied to the Lessee by making it available at the Lessor's premises or depots, the Lessee itself must also prepare beforehand the procedures, the material and perform all the work necessary for the transport of the Equipment.

In all instances, the Lessee must ensure the following, among other things (the list is not exhaustive):

- Obtain the mandatory safety regulations;
- Obtain the administrative obligations of whatever nature, which includes environmental licences, all the permits required for the assembly, use, operation and dismantling of the Equipment;
When the works take place on public domain (roads, parking lots, etc) the Lessor can only start the works if a valid permit is presented to the Lessor and the necessary road signalling is in place accordingly.
- The suitability of the Site, in accordance with Article 6.2, and particularly for :
 - the responsibility to make a KLIP application and all further communication and the handover of the drawings
 - the check on underground wells and/or piping or obstacles (in height or other). Should they exist, it is the responsibility of the Lessee to confirm this to the Lessor in writing in sufficient time. As far as high voltage lines are concerned, the Lessee has a reporting obligation.
 - creating sufficient space for the access road to the set-up area for the Material
 - creating sufficient space for the set-up of the Material so that the works can take place in a safe and smooth manner
- The permission, the establishment and enforcement during the lease period of all necessary traffic diversions, road signage, the demarcation of the unloading, working and loading areas, and parking prohibitions;
- The presence of the necessary equipment and the required safety facilities;
- The swift transfer of all the correct useful data to allow the Lessor to carry out the Work in compliance and, where appropriate, generate the lifting sketch, lifting plan and lifting project;
- The review, approval, signing and return of the lifting sketch, lifting plan and lifting project;
- Grant all the guarantees in favour of third parties as a result of the implementation of the Agreement;
- Rapidly obtain and enforce all the necessary permits for the transport of the Equipment if the latter is supplied to the Lessee by making it available at the Lessor's premises or depots.

The Lessee shall timely provide the Lessor with correct and sufficient information on all the specific characteristics, properties and requirements of the Load, Work and the Site.

Article 6: Supply of Equipment by the Lessor

6.1. Time and location of the supply of the Equipment

The Equipment shall be supplied to the Site, unless otherwise agreed in the Contractual Documents. The Equipment shall be supplied at the time stipulated in the Tender and/or Order Confirmation.

The Lessee must ensure that its representative is present to receive the Equipment at the location and time agreed for the delivery. The Lessor will be entitled to claim in full from the Lessee all the additional costs, which are a consequence of a possible delay arising from that, such as (non-exhaustive list) the costs for additional preparatory works, which will be executed at the Lessee's risk, as well as the damages for immobilisation of Equipment and staff, for loss of profit and for disturbing the planning. The Lessee who fails to take delivery of the Equipment shall nevertheless remain bound by the Agreement.

If no representative of the Lessee is present to receive the Equipment and the Lessee has indicated that the Lessor is already required or permitted to set up the Equipment or should or may start up the Work, the responsibility thereof shall be borne exclusively by the Lessee.

6.2. Access to the Site

The Lessee is solely responsible for the unimpeded access of the Equipment to the Site.

It is the exclusive responsibility of the Lessee to ensure that the Site is safely accessible and passable with vehicles for the Equipment and the complementary (transport) equipment. The subsoil should be sufficiently firm and stable to enable the transport, the safe installation and the use of the Equipment. As long as the above requirements are not met, the Lessor is entitled to suspend the delivery and possible installation of the Equipment until such requirements are fulfilled. The costs generated by the inaccessibility or impassability at the time of delivering the Equipment to the Site shall be recovered from the Lessee. This time is counted in the determination of the lease period and the Lessor will be entitled to claim in full from the Lessee any additional costs resulting from





this delay, such as (non-exhaustive list) the costs for additional preparatory works as well as the damages for immobilisation of Equipment and staff, for loss of profit and for disturbing the planning.

Materials (wooden plates and steel plates, etc.) which may be supplied by the Lessor in this context in no way diminish the Lessee's obligations as defined in the Contractual Documents.

The Lessee expressly acknowledges that the Lessor is not bound to perform a prior examination of the state of the Site. The supply, installation and use of the Equipment or commencement of the Work by Operational Staff does not constitute acceptance of the condition of the Site.

Article 7: Condition of Equipment at delivery

Upon its arrival at the Site, the Equipment is in good condition and is free of any defects in accordance with the Contractual Documents and applicable Belgian laws and regulations, is fully operational and is suitable for immediate use.

Article 8: Preservation and use of Equipment

8.1. Preservation and use of Equipment

The Lessee is considered the custodian of the Equipment from the first of the following two specific events: the actual supply of the Equipment to the Lessee or the arrival of the Equipment at the Site. The Equipment may not be removed from the Site or the place to which the Lessor has brought it.

The Lessee undertakes to only use the Equipment or allow it to be used for the purpose it was normally intended. The Lessee will at least use the Equipment and allow it to be used according to best practices. In particular, the Lessee is responsible for the suitability of the Load to be handled by the Equipment and for providing adequate and appropriate attachment points on the Load. The Work must be carried out in accordance with the basic safety instructions under VCA standards. The Lessee is responsible for the compliance with all applicable laws and regulations relating to the Equipment and the execution of the Work.

The Lessor always has the right to interrupt and prohibit the assembly or use of the Equipment due to circumstances which impede its safe and proper use or due to circumstances that might involve force majeure, including but not limited to weather conditions such as storm, snow, thunderstorm or strong winds.

If the Lessor does not provide any Services on the Site, the Lessee shall, upon delivery of the Equipment, get all the necessary instructions and specifications for the commissioning, maintenance, safe service and operation of that Equipment. Should this not be the case upon delivery of the Equipment, the Lessee must expressly request these instructions and specifications from the Lessor in writing. The Lessee may never invoke the fact that it has not been provided with the above instructions and specifications. The Lessee will keep and use the Equipment in accordance with the instructions and specifications, according to the specific requirements inherent to the Equipment which the Lessee has or should have knowledge of.

8.2. Sublease

The Lessee itself may not sublease all or part of the Equipment, unless authorised beforehand and in writing by the Lessor. In no way does this authorisation imply that the Lessor's rights arising from the Contractual Documents and the applicable laws and regulations are relinquished or restricted.

The Lessee, who with the Lessor's prior written consent subleases the Equipment, forbids its sublessee in turn to sublease the Equipment, without the prior written consent of both the Lessee and the Lessor. The sublessees to whom the Lessee is subleasing the Equipment must comply with the same conditions as the Lessee under the Contractual Documents. The Lessee shall impose the same obligations on its sublessees as the ones it itself has under the terms of the Contractual documents.

The Lessee shall remain wholly responsible for the execution of the Agreement in accordance with the Contractual Documents whenever it subleases the Equipment in whole or in part to third parties.

8.3. Marks

The Lessee shall expressly refrain from any action which may remove, render invisible or hide from view (advertising) texts, graphics and marks affixed to the Equipment by the Lessor. The Lessee is not authorised to affix (advertising) text, graphics, designations or marks to the Equipment without the Lessor's prior written consent.

Article 9: Equipment ownership

The Equipment remains the property of the Lessor.





The Lessee shall warrant the Lessor against all substantive claims on the Equipment by third parties, in particular its creditors', as well as against all precautionary and executive measures by third parties on the Equipment. The Lessee shall notify the Lessor immediately in writing of any substantive claim and precautionary or executive measures by third parties on the Equipment. The Lessee shall in such cases also inform the third-party making the substantive claims or proceeding to seize the Equipment of the fact that the Equipment is owned by the Lessor.

Article 10: Return of Equipment

The Lessee is obliged to compensate the Lessor for any damage to the Equipment that is not caused by normal use or normal wear and tear, and for all damages not attributable to the Lessor.

If the Lessor must perform Services on the Site, the Operational Staff shall report the differences in the state and condition of the Equipment compared to when it was delivered on the Site.

Should the Lessor not provide Services at the Site, the return shall in principle take place in the same location as the delivery at the start of the lease. If the Equipment was delivered to the Site or another location outside the Lessor's premises or depots, the Lessor shall collect the Equipment from there. If the Equipment was delivered to the Lessee at the Lessor's premises or depots, the Lessee shall return the Equipment to the relevant premises or depot.

Article 11: Damage, breakdown and repairs

11.1. Notification requirement

The Lessee shall carefully monitor the state and the operational condition of the Equipment and immediately notify the Lessor in this respect by telephone in case of a problem, defect, malfunction, breakdown or accident, or when the operation of any part of the Equipment does not meet the reasonable requirements which may be placed on the Equipment.

This notification must be followed within 48 hours by a written confirmation by fax or e-mail, accompanied by a detailed description of the problem, defect, malfunction, damage or abnormality.

11.2. Repairs and normal maintenance

The Lessee is expressly forbidden to perform or have performed any repairs on the Equipment, unless approved beforehand in writing by the Lessor. Should the Lessee, in violation of this provision, nonetheless perform or have performed repairs, it shall be solely responsible for the additional costs and damages caused in respect of the Lessor. If the repair has been carried out properly and correctly, yet without the Lessor's prior written authorisation, the costs of this repair shall be borne entirely by the Lessee.

All repairs on the Equipment due to failure, non-operation or damage resulting from a latent defect, normal use or normal wear and tear of the Equipment, shall be performed by the Lessor. Where appropriate the costs of the spare parts and repair shall be borne by the Lessor. The Lessor is entitled to carry out these repairs and routine maintenance during the lease period and even on the Site.

All repairs due to failure, non-operation or damage resulting from a cause other than those described in the preceding paragraph, shall be the Lessee's financial responsibility. These repairs, included therein relocation costs of its staff and the cost of spare parts, shall be executed by the Lessor during the lease period and even on the Site, and invoiced at the usual rate, as communicated to the Lessee prior to the repair.

11.3. Impact on the lease period and the Fee

The lease period shall be suspended for the time required to perform the repair due to failure, non-operation or damage resulting from a latent defect, the normal use or normal wear and tear of the Equipment, provided that the repair can in no way be attributed, in whole or in part, to a fault or shortcoming on the Lessee's part.

Repairs due to failure, non-operation or damage resulting from a cause other than a hidden defect, the normal use or normal wear and tear of this Equipment shall not give rise to the suspension of the lease period during the time required for these repairs.

The Lessee is not entitled to compensation due to downtime or for alteration or disruption of the planning of the work at the Site as a result of repairs, maintenance or any kind of testing and/or arising from any cause whatsoever. Similarly the Lessee may not claim compensation for any consequential damage.

All the Equipment is deemed to be leased separately. Failure or stoppage of or damage to a specific Equipment that leads to any loss in productivity of any other Equipment that is fully operational, cannot lead to any reduction in the Fee for the latter Equipment or in the Service Fee for the Services which should be performed with the help of this Equipment.





Article 12: Operational staff

Because of the specific skills which are needed to operate the Equipment, the Lessor can provide Operational Staff. The Operational Staff or the personnel who delivers the Equipment at the Site shall follow the Lessee's instructions at the Site, only if these instructions are indispensable for the correct execution of the works. These instructions may only concern the planning of the works, the circumstances, procedures and work methods of the customer, taking into account the access to the location and/or facilities of the customer, needed to execute the Works, the use of material, facilities and/or infrastructure of the customer, needed to execute the Works, as well as the specific characteristics and demands of the Works and the Site, and all matters concerning safety and health, for the execution of the Works. These instructions do not in the least imply the undermining of the employers authority of the Lessor.

The Lessee is in particular responsible for bringing the Load under the crane hook, for securing it to the hook and releasing it. To that effect, it appoints competent foremen and workmen and arranges the suitable insurances.

Where the Lessor must provide Services at the Site, the Operational Staff is qualified for their implementation.

The Lessee is responsible for the timely request, provision and maintenance of all access requirements to the Site for this staff, such as an access badge, safety instructions and notification procedures. This list is not exhaustive.

The Lessee will ensure that working conditions at the Site, in particular with regard to health and safety, are in full compliance with applicable laws and regulations in this respect. It is the Lessee's responsibility to timely notify and to keep informed the relevant prevention advisor.

If the Services referred to in this Agreement are subject to the attendance registration by application of Section 4, Chapter V of the Act of 4 August 1996 on the well-being of employees during the performance of their work, the Lessee shall ensure that the Lessor is informed in time of this obligation and of the NSSO (National Social Security Office) workplace number and the Lessee shall make the registration system available to the Lessor. The Lessee shall also ensure that the Lessor is already registered in the NSSO database at the correct workplace.

In case the Lessee fails to comply with the provisions of this article, and without prejudice to the other provisions of these General Terms and Conditions, the Lessor shall be entitled to on-charge all damage, including but not limited to all damage, fines, costs, disadvantages of whatever nature as a consequence of such non-compliance that is incurred to the Lessee, who shall compensate such damage in its entirety, without prejudice to the other rights and remedies which the Lessor enjoys in accordance with these General Terms and Conditions and/or the law.

Article 13: Beginning and end of the lease period

13.1. Beginning of the lease period

The lease period shall commence on the date when the Equipment is supplied to the Lessee, starting at the time when the Equipment leaves the Lessor's premises or depot or the place where it was last located, and is on its way to the Lessee's Site. The Lessor's recording of the time is considered as proof.

It is the independent decision of the Lessor to determine the most suitable itinerary for the Equipment, taking into account the permits, block times and other (legal) provisions.

13.2. End of the lease period

The lease period shall end when the Equipment is returned to the aforementioned depot or any other location to be unilaterally determined by the Lessor, irrespective of whether the Equipment is not, not yet or no longer operational or is used by the Lessee. The Lessor's recording of the time is considered as proof. However, the lease period may not be shorter than the minimum lease period stipulated in the Tender or Order Confirmation. Yet, it may be longer than the period stated in the Tender and/or Order Confirmation. In any case, the Lessor can never be held liable for a wrong estimate of the required lease period specified in the Tender and/or Order Confirmation.

13.3. The lease period and cancellation

The Parties shall stipulate a lease term in the Order Confirmation or the Tender. This period is only indicative. The Fee remains payable during the whole lease period.

An extension of or change to the lease period stated in the Order Confirmation or Tender is only possible with the Lessor's express consent. In the absence of agreement, the Lessee is obliged to return or bring back the Equipment at the end of the lease period stipulated in the Tender or Order Confirmation.





Notwithstanding the preceding paragraph, the Lessee is entitled to cancel an order wholly or partly under the terms listed in Article 14.4. This cancellation must be made in writing. The cancellation is deemed to take effect on the date at which the Lessor receives this letter.

Article 14: Fee

The Fee shall consist, on the one hand, of the Lease Price, i.e. the fee for leasing the Equipment, and on the other, of the Service Fee, i.e. the payment for the Services.

14.1. Calculation of the Lease Price

The Lease Price is mentioned in the Order Confirmation or the Tender. It is calculated for the Equipment, whether per hour or per day, multiplied by the lease period. The daily report issued by the Lessor is submitted at regular intervals to the Lessee's representatives for signature. This daily report – signed or not – can serve as a basis for invoicing. Any observations made by the Lessee should be communicated immediately by telephone to the Lessor, and in any case always mentioned in writing on the daily report as well. Observations on a daily report cease to be admissible once eight (8) calendar days have elapsed since the report was issued.

The Lease Price is calculated on the basis of normal implementation conditions. The Lessor is entitled to charge additional costs for additional services under abnormal circumstances and difficulties, whether or not foreseeable. Abnormal conditions and difficulties are understood as those which deviate from the normal use of the Equipment or the normal execution of the Work, whereby the slightest deviation is enough.

14.2. Scope of the Lease Price

Unless expressly agreed otherwise, the Lease Price includes fuel, oil, greases and lubricants.

Unless expressly agreed otherwise, the Lease Price does not include, among other things:

- Transport charges in the case of non-automotive equipment;
- The insurance of the Equipment during transport for non-automotive equipment;
- VAT;
- Other possible costs, charges, taxes or duties, including but not limited to the environmental contribution or possible road taxes claimed by any public authority or other agencies following the execution of the Agreement, even if at the time of the Order Confirmation these were not yet known or applicable.

The above costs which are not included in the Lease Price, as well as the cost of insurance as stipulated in Article 19 of the General Conditions, are fully borne by the Lessee.

14.3. Calculation and scope of the Service Fee

The Service Fee is mentioned in the Order Confirmation and/or the Tender. The Service Fee can be broken down between the various Services.

If the Service Fee is expressed wholly or partly as a fee per hour, this or the agreed portion is calculated on the basis of this hourly rate, multiplied by the lease period of the Equipment for which the Service is provided.

14.4. Cancellation fee

Where part or all of an order is cancelled, all the Services already performed and costs incurred by the Lessor, including the costs resulting from the cancellation, shall always be fully compensated by the Lessee.

Unless otherwise stipulated in the Tender and/or Order Confirmation, the Lessee must pay the full Fee, as determined on the basis of the lease period stated in the Order Confirmation, if the Lessee cancels part or all of an order later than 2:00 p.m. on the last working day before the day on which the Lessor was to deliver the Equipment.

Article 15: Invoicing and payment terms

15.1. Invoicing and payment terms

In principle, the Lessor shall issue the invoice on a weekly basis, unless stated differently in the Tender or Order Confirmation. The Lessor's invoices are payable in cash within 30 days of the invoice date at the Lessor's registered office.

If the Lessee has not lodged any comments, complaints or objection within eight (8) calendar days of receiving the invoice, the invoice shall be deemed to be irrevocably and without reservation accepted by the Lessee. Complaints voiced eight (8) calendar days after receipt of the invoice by the Lessee are no longer admissible.





Where part of the invoice is contested, this objection shall clearly indicate which part of said invoice is contested, and which amount the objection relates to. Since the invoice remains fully due and payable, regardless of the objection, the Lessee undertakes to pay at once, in the case of a partial objection, at least the uncontested amount or the amount corresponding to the uncontested part, in accordance with the General Conditions, without this provision undermining in any way the chargeability and the collectability of the other parts and amounts and the applicability of the General Conditions in this matter.

15.2. Lien

The Lessee expressly waives any lien that it could exert, irrespective of the motives and out of which legal relationship between the Parties this lien should have arisen.

15.3. Set-off

The Lessee expressly waives its right to set-off in respect of the Lessor, whereby the Parties expressly derogate from Articles 1291 et seq of the Belgian Civil Code.

The Lessee is therefore never allowed to offset the Lessor's invoices with claims that it may have on the Lessor, even if they are related to the Agreement and even if they are certain, fixed and due.

15.4. Cheques and bills of exchange

Collection and discounting costs of cheques or bills of exchange shall be borne by the Lessee.

The acceptance of bills of exchange does not yield novation; these are also payable at the Lessor's registered office, even if another location is stated on the bills of exchange.

15.5. Damages for breach of the terms of payment

Where payment has not been made on the invoice due date:

1. The amount or the outstanding balance is payable automatically and without any notice;
2. Any delay in payment shall automatically and without notice give rise to the application of an interest rate of 1% per month from the due date, to be capitalised automatically and immediately, without notice;
3. Any delay in payment shall automatically and without notice also incur liquidated damages of 10% on the outstanding balance, with a minimum of 125 euro.

The interest and penalty clause in no way shall prejudice or restrict the Lessor's right to full compensation by the Lessee of the damage that the Lessor has directly or indirectly suffered or may suffer due to the payment delay.

In case of a delay in payment by the Lessee of 1 of the invoices addressed to the Lessee, all issued invoices and invoices yet to be issued to the Lessee shall be immediately payable.

15.6 Cash discount

Unless prior permission in writing is granted by the Lessor, the Lessee shall never be entitled to pay with a cash discount.

Article 16: Contractual shortcoming

16.1. Determination and identification of contractual shortcomings

The Lessee is among others deemed to have come short of its contractual obligations in the following circumstances:

- If the Lessee fails to keep, maintain or use the Equipment or part thereof, including any installation or assembly thereof, in accordance with the provisions of the Agreement as set forth in the Contractual Documents or fails to meet any other requirements imposed expressly or according to commercial usage, whereby even the slightest contractual fault is taken into account;
- If the Lessee fails to comply with the payment terms as stipulated in Article 15 of the General Conditions;
- If the Lessee fails to fulfil the insurance obligations as stipulated in Article 19 of the General Conditions;
- If the Lessee fails to comply with one or more obligations contained in the Agreement.

Once the Lessee receives notification from the Lessor stating that it has been found in breach, the Lessee, within five (5) calendar days from this notification, must communicate in writing to the Lessor its fully and properly reasoned defence and invoke all relevant comments. In this document, the Lessee may offer to rectify its shortcomings.

In the absence of the Lessee's defence in this sense and dispatched within five (5) calendar days from notification by the Lessor, the Lessee shall be irrefutably deemed to agree with the contents of the message. This shall be considered as the acceptance that it is in breach.

The Lessee shall communicate immediately and in writing to the Lessor any fact or circumstance likely to imply that it is in breach.





16.2. Lessor's recourse

If the Lessee fails to fulfil one of its contractual obligations or does not meet any other requirements imposed expressly or according to commercial usage, whereby even the slightest contractual fault is taken into account, the Lessor is entitled to proceed immediately and without prior notice to, inter alia, taking back all the Equipment, even the items that the Lessee keeps, maintains and uses properly, or to remove these from the Site. The Lessee will grant free access and full cooperation to the Lessor for that purpose.

The Lessee is obliged to reimburse the Lessor of all direct or indirect costs and damages resulting from these measures and as a result of the non-execution of the Agreement.

The Lessee is solely responsible for the proper, timely and full implementation of the Agreement in accordance with the Contractual Documents and the applicable laws and regulations, both in respect of the Lessor and of third parties, with the inclusion of the preservation, maintenance and use of the Equipment, including any installation and assembly thereof. It shall reimburse any damage to the Equipment arising directly or indirectly from its contractual shortcoming. It shall warrant the Lessor against any direct and indirect consequences if the Equipment, including its possible transportation, installation and assembly, causes injuries to third parties, to the Lessor or its agents.

Article 17: Termination of the Agreement

The Lessee shall immediately communicate in writing to the Lessor any fact or circumstance as described below which is likely to entitle the Lessor to terminate the Agreement.

17.1. Concurrence and obvious incapacity

In case of death, request or application for or judgement of bankruptcy, the appointment of a provisional administrator or a representative mandated by the courts, declaration of incompetence, or any similar state or procedure, liquidation, any other form of concurrent creditors faced by the Lessee, or any other indication of the Lessee's obvious incapacity, the Lessor is entitled to terminate the Agreement under this Article. This option is at the Lessor's sole discretion. Such termination shall be communicated in writing to the Lessee or its successors. It does not give the Lessee any entitlement to compensation. Conversely, the Lessor, in the event of such termination, shall be entitled to liquidated damages as stipulated in Article 17.3 of the General Conditions.

In this case, the Lessor is also entitled to take back the Equipment without notice and prior notification.

17.2. Contractual shortcoming

Where the Lessee is in breach in the execution of the Agreement, such as i.a. laid down in Article 16 of the General Conditions, and if the Lessee has not provided the Lessor with a timely, regular and legitimate defence, or if it has not sufficiently rectified its shortcoming within five (5) calendar days from identifying said shortcoming, the Lessor shall be entitled to terminate the Agreement or a specified part of the lease immediately and without further notice. It shall inform the Lessee by registered letter that it is exercising this option. All costs related to such a termination shall be borne by the defaulting Lessee. Such termination does not give the Lessee any entitlement to compensation.

17.3. Liquidated damages

If the Lessor terminates the Agreement due to a contractual shortcoming on the Lessee's part, as stipulated in Articles 16 and 17.2 of the General Conditions, or on the basis of common law, the Lessor shall automatically and without notice be entitled to liquidated damages amounting to the full Fee for the planned lease period, subject to the right to a higher compensation if the Lessor can prove greater actual damage, since the Parties acknowledge and state that the Lessee, because of the circumstances warranting the unilateral termination, finally and irrevocably fails to fulfil its commitments.

Article 18: Contractual liability and guarantees

The Lessee is liable for any errors, defects, flaws, miscalculations, omissions, negligence, delays and other contractual faults attributable to it. The Lessee shall reimburse fully the entire loss and any other adverse effects, whether or not foreseeable, which the Lessor or third parties have undergone or suffered, and which are directly or indirectly based upon such errors, defects, flaws, miscalculations, omissions, negligence, delays and other contractual faults. In particular, the Lessor shall not be liable for any damage not attributable to it.

In particular, the Lessee is fully liable for all damages directly or indirectly caused by an erroneous statement in relation to the weight of the Load, or by the fact that the Load was not properly picked up or unloaded.

If the Lessor is not required to provide Services at the Site and if the Equipment is supplied by placing it at the Lessee's disposal in the Lessor's premises or depots, the Lessee shall also be fully responsible for the transport of the Equipment and its return to this place of delivery, in addition to its usual responsibility regarding the further transportation of the Equipment after delivery.





Throughout the lease period, the risk attached to the Equipment lies with the Lessee and the Lessee, as custodian of the object, is liable for any damage to the Equipment. The Lessee shall reimburse the Lessor for any damage to or loss of the Equipment, regardless of the cause, including but not limited to a contractual shortcoming on the Lessee's part, theft, vandalism, foreseen and unforeseen weather conditions, and circumstances that are not described as force majeure as defined in Article 20 of the General Conditions.

The Lessee expressly states that the Lessor can never be held liable towards it and will never have to indemnify the Lessee should third parties lodge a claim against the latter in connection with the Work and the works which are lifted using the Equipment, or for damages that the Lessee should suffer were it the object of such a third-party claim, even if the Equipment was used in accordance with the provisions of the Agreement as set forth in the Contractual Documents. The Lessee shall warrant the Lessor against any third-party claims for damages that may be caused to third parties by the Equipment or the use thereof during the lease period.

The Lessee shall also warrant the Lessor, the companies affiliated with the Lessor as defined in Article 11 of the Company Code, and their respective directors, representatives, employees, servants or agents, against all third-party claims arising from damage caused by a contractual breach on the Lessee's part, its employees or the Equipment found on the Site.

Should the Lessor be held liable by a third party for issues that may be related to the Equipment, the Operational Staff, the Services, the Work, or the completed works, buildings and structures which were erected with the help of or using the Equipment, the Lessee shall, upon the Lessor's first request, voluntarily intervene as a party in this dispute, whether the dispute is pending before a court or an arbitration, and even if there already is an ongoing dispute between the Lessor and the Lessee.

The Lessee must immediately report to the Lessor by telephone and within 48 hours by fax or email any claim that might arise during the use of the Equipment or the presence of the Equipment on the Site, providing a detailed description of all relevant facts. Where the Lessee fails to comply with the provisions of this paragraph, it finally and irrevocably waives any right to any recourse or claim for compensation from the Lessor in respect of this claim.

The Lessee shall also waive all claims against the Lessor because of downtime or reduced productivity of the Equipment, including due to force majeure as defined in Article 20 of the General Conditions, and in any case because of storm, wind, fog, lightning, flooding, high or low water, frost, freezing, ice, (risk of) (civil) war, governmental action, riot, sabotage, strike, lockout, traffic disruption, labour shortage, quarantine, illness of the Operational Staff, fire, explosion, subsidence, collapse, water logging, closure of or delays at border crossings, delays in stations or toll services, defects to the Equipment, theft, vandalism, third-party acts, etc. This list is not exhaustive.

In any case, the liability of the Lessor, both in nature and in size, is in all cases limited to what will effectively and actually be paid within the scope of its civil liability policy. The Lessee acknowledges that it knows and accepts its contents including the general and special provisions of the policy. This insurance policy is available for perusal at the Lessor's offices. An insurance certificate shall be provided to the Lessee on first request. The Lessee accepts that the confidentiality of this document must be respected. The Lessor expressly exonerates itself for any damages exceeding the amount paid by the insurance.

All transport operations performed by the Lessor or his Sublessor(s) or Supplier(s) by public road take place according to the CMR treaty and conditions and in accordance with the liability regime specific to each transportation mode.

The Lessor and/or his Sublessor(s) or Supplier(s) will never be held liable for any consequential damage whatsoever.

Article 19: Insurance

Unless otherwise specified in the Tender and/or Order Confirmation, the Lessee shall contract the following insurance covers as a minimum:

- An All Risks Insurance on the handled goods (hook insurance);
- A public liability insurance covering third-party claims. The coverage of this policy is also expanded to damage caused to third parties by any fixed or movable building site and hoisting equipment and other apparatuses, irrespective of their technical (lifting) capacity/limitations. The 'traffic risk' in this policy should also be ensured if the Equipment leased does not bear registration plates.

Where the Lessor is not supposed to perform Services at the Site, the Lessee is obliged to subscribe at least the following additional insurance policies for the entire lease period:

- An insurance to cover the leased Equipment;
- A transport insurance for non-automotive Equipment.

If goods are stored / stocked (temporarily) at the Lessor, this will take place at the Lessee's own risk and responsibility and the Lessee will adequately insure these goods.





The policies subscribed by the Lessee contain a clause waiving recourse against the Lessor and the companies affiliated with the Lessor as defined in Article 11 of the Company Code, and their respective directors, their representatives, employees, servants, agents or Subcontractors.

The exemption and non-covered risks shall be borne by the Lessee.

At the Lessor's simple request, the Lessee must submit to the Lessor an insurance certificate for the statutory insurance covers and the insurance covers which are described in this Article, stating that the policies were subscribed and the premiums paid. The Lessor shall be notified immediately, directly and in writing by the insurer and the Lessee whenever the insurance covers are modified, suspended, abolished or terminated.

Article 20: Force majeure

The Parties may only release themselves from their obligations by invoking force majeure. However, the lease period can never be suspended due to force majeure.

Whatever the case, the following events (non-exhaustive list) shall never be included in the meaning of force majeure:

- The bankruptcy of the Lessee's constituent, or of its constituent;
- A strike or lock-out of the staff employed by the Lessee, its constituent or the latter's constituent.

Article 21: Protection of personal data

We collect and process the personal data we receive from you, with the prospect of executing the Service, managing client databases and accounting and undertaking direct marketing activities.

The legal ground consist of the execution of the Service, the fulfillment of legal and regulatory requirements and/or the legitimate interest.

The responsible party for the data processing is Aertssen Group nv, Laageind 91, 2940 Stabroek (Belgium). These personal data will only be transmitted to processors, receivers and/or third parties as far as this is necessary in the context or the above mentioned purposed for processing this data.

The Lessee is responsible for the accuracy of the personal data he transmits to the Lessor and commits himself to abide by the General Data Protection Regulation towards the persons of whom he has transmitted the personal data of, as well as with respect to the personal data the Lessee should receive from the Lessor and the Lessor's employees.

The Lessee confirms that he was informed sufficiently about the processing of his personal data, his rights to access this data, the improvement, deletion of the data and the objection to the collection and processing.

For more information, please visit our website and consult our Data Protection Notice.

Article 22: Applicable law and jurisdiction

22.1. Applicable law

The Agreement shall be governed exclusively by Belgian law, excluding the provisions dealing with international private law or other rules that have declared applicable the law of another jurisdiction outside Belgium.

22.2. Jurisdiction

Any and all disputes relating to the conclusion, validity, interpretation and/or execution of the Agreement will be subject to the exclusive jurisdiction and competence of the Courts in Antwerp (Belgium), Division Antwerp.

Article 23: General Terms and Conditions

23.1. Transfer of the Agreement

The Lessee is forbidden to transfer in whole or in part to third parties the rights and obligations which it holds as a result of the Agreement, without the Lessor's prior written consent.

23.2. Illegality, invalidity, nullity or unenforceability of a provision

Should one or more provisions of the applicable clauses, be declared illegal, invalid, void or unenforceable, in whole or in part, for whichever reason, this illegality, invalidity, nullity or unenforceability shall not include the other clauses. Where appropriate, the Parties shall negotiate to the best of their ability and in good faith so as to replace this provision with a legal, valid, not null and void and enforceable provision with a similar economic effect.

Nederlandse versie op aanvraag – Version française sur demande – Deutsche Version auf Anfrage

