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GENERAL TERMS AND CONDITIONS FOR THE LEASE OF EQUIPMENT

These general conditions are registered at the Chamber of Commerce of Rotterdam under number 60460784.

1. DEFINITIONS

Contract:	The contract between Parties for the lease of Equipment, including any offers for such a contract
Equipment:	The items (including any parts of them) which the Lessor is leasing to the Lessee in accordance with these Terms
Incoterms:	The international rules for interpretation of trade terms of The International Chamber of Commerce (2010)
Intellectual Property Rights:	All trademarks and trade names, patents, designs and any other intellectual and industrial property rights related to the Products.
Lease Term:	The agreed period in which the Equipment will be leased by Lessee.
Lessee:	The entity leasing the Equipment
Lessor:	McNetiq BV, a limited liability company (<i>besloten vennootschap</i>) registered under the commercial registry under number 60460784 with its office at Veenderdijk 13 2375AX Rijpwetering, the Netherlands
Parties:	Lessee and Lessor
Terms:	These general terms and conditions for the lease of Equipment as set out in this document

2. APPLICABILITY

- 2.1 These Terms shall apply to all Contracts for the Lease of Equipment between Lessor and Lessee. They are valid for all past and future business relationships even where they are not expressly agreed upon. In the event of any conflict or inconsistency between the Terms and the terms and conditions contained in the Contract, the Contract shall take precedence.
- 2.2 Any general terms and conditions of Lessee shall not apply.
- 2.3 If any provision of these Terms is held to be invalid or unenforceable in whole or in part, the validity of the other provisions in the Terms and the remainder of the provision in question shall not be affected.
- 2.4 No waiver by the Lessor of any breach of the Terms shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 2.5 No waiver, alteration or modification of these Terms shall be binding upon Lessor unless made in writing and signed by a duly authorized representative of Lessor.

3. OFFERS AND CONCLUSION OF CONTRACTS

- 3.1 All offers made by Lessor, in whatever form, are non-binding and can be revoked at any time, even if such an offer has been accepted by the Lessee. An offer automatically lapses if the Equipment to which the offer refers is no longer available.
- 3.2 Lessor cannot be held to an offer if Lessee can reasonably understand that the offer (or part thereof) contains an error.
- 3.3 Lessor cannot be held to an offer if the acceptance deviates from the original offer (even if the deviations are minor) unless Lessee accepts the deviations in writing.

4. LEASE TERM

- 4.1 The Contract will automatically end at the end of the Lease Term.
- 4.2 The Lessee may renew the Contract by giving written notice to the Lessor with a minimum period of six (6) weeks before the end of the Lease Term.

5. LEASE PAYMENTS

- 5.1 Lessee agrees to pay to Lessor as rent for the Equipment the amount as mentioned in the Contract, each month in advance on the first day of each month. If the Lease Term does not start on the first day of the month or end on the last day of a month, the rent will be prorated accordingly.

- 5.2 All other invoices, among other things on account of substitute equipment, damage and cost connected with the lease shall be paid within 14 days of the date of invoice.
- 5.3 The Lessee may not set off or suspend any payments under the Contract. The obligation to pay rent or any other amount to the Lessor shall not be suspended or cancelled by the circumstance that the Equipment – due to whatever cause or reason – cannot be used.
- 5.4 Any additional costs, which have become necessary on account of government measures, either taken by the national government, or local government, shall be borne by the Lessee. If and to the extent that those costs are officially at the Lessor's expense, they shall be charged on to the Lessee. Increases in taxes shall always and in full be charged on to the Lessee.

6. LATE CHARGES

If any amount under this Agreement is more than 7 days late, Lessee agrees to pay an interest charge of 1% per month.

7. SECURITY DEPOSIT

- 7.1 Prior to taking possession of the Equipment, Lessee shall pay a sum to Lessor, as security for the performance by Lessee of the terms under this Agreement and for any damages caused by Lessee or Lessee's agents to the Equipment during the Lease Term. Lessor may use part or all of the security deposit to repair any damage to Equipment caused by Lessee or Lessee's agents. However, Lessor is not just limited to the security deposit amount and Lessee remains liable for any balance.
- 7.2 Lessee shall not apply or deduct any portion of any security deposit from the last or any month's rent. Lessee shall not use or apply any such security deposit at any time in lieu of payment of rent.

8. DELIVERY OF EQUIPMENT

- 8.1 Lessor shall have the Equipment at Lessee's disposal at Lessor's premises. Lessee will pick up the Equipment at its own cost and expense.
- 8.2 In the event the parties agree in writing that Lessor shall deliver the Equipment to Lessee, Lessee shall be responsible for all related expenses and costs:
- i) at the beginning of the Lease Term, of shipping the Equipment to Lessee's premises; and
 - ii) at the end of the Lease Term, of shipping the Equipment back to Lessor's premises.

9. DEFAULT

- 9.1 If Lessee fails to perform or fulfil any obligation under the Contract, Lessee shall be in default. Lessee shall have seven (7) days from the date of notice of default by Lessor to cure the default. Without prejudice to any other remedy that Lessor may have against Lessee, In the event Lessee does not cure a default, Lessor may at Lessor's option:
- (a) cure such default and the cost of such action may be added to Lessee's financial obligations under the Contract; or

- (b) terminate the Contract with immediate effect by giving notice in writing to the other Party.

9.2 Without prejudice to any other remedy that Lessor may have against Lessee, Lessor may terminate the Contract with immediate effect, by notice in writing given to the Lessee, if the Lessee:

- (a) becomes bankrupt, enters into liquidation whether compulsory or voluntarily (other than solely the purposes of amalgamation or restructuring), has a receiver appointed of the whole or any part of its assets or enterprise, has an administration Order made against it, takes or suffers any similar action in consequence of debt;
- (b) suffers execution or other judicial seizure to be levied against the whole or any substantial part of its property or against any other asset as far as it affects the Products or their manufacture;
- (c) commits a material breach of the Agreement. As a material breach shall be considered the situation in which the Lessee is in default for two months in the payment of any sum under the Agreement.

9.3 In the event of termination of the Contract, Lessor may re-take possession of the Equipment. Lessor may, at its option, hold Lessee liable for any difference between the Rent that would have been payable under the Contract during the balance of the unexpired term and any rent paid by any successive lessee if the Equipment is re-let minus the cost and expenses of such re-letting. In the event Lessor is unable to re-let the Equipment during any remaining term of this Agreement, after default by Lessee, Lessor may at its option hold Lessee liable for the balance of the unpaid rent under the Contract if the Contract had continued in force.

10. POSSESSION AND SURRENDER OF EQUIPMENT

Lessee shall be entitled to possession of the Equipment on the first day of the Lease Term. At the expiration of the Lease Term, Lessee shall surrender the Equipment to Lessor by delivering the Equipment to Lessor or Lessor's agent in good condition and working order, ordinary wear and tear excepted, as it was at the commencement of the Contract.

11. USE OF EQUIPMENT

- 11.1 Lessee shall only use the Equipment in a careful and proper manner in accordance with its purpose and with the directions for use and maintenance provided, as well as with due observance of all laws, rules, statutes and orders regarding the use, maintenance or storage of the Equipment.
- 11.2 Lessee shall keep the Equipment in a proper state. Damage resulting from failure to fulfil these obligations and, in general, ensuing from acting injudiciously, from negligence and lack of care, shall be paid by the Lessee.
- 11.3 At all times shall Lessee inform Lessor of the location where the Equipment is being used or stored.
- 11.4 During the lease period the Lessee shall be liable and responsible for all costs, taxes and costs relating to service and maintenance in connection with the Equipment.

- 11.5 The Lessee authorizes the Lessor to enter at any time the place where the Equipment is located and he grants the Lessor access to the Equipment at any time for the purpose of inspecting, maintaining, repairing, substituting and repossessing the Equipment.
- 11.6 The Lessee shall never permit the Equipment to be used under circumstances, which may lead to consequences not being covered by any insurance.
- 11.7 The Lessee shall only use the Equipment for purpose known to or considered suitable by the Lessor. Under no circumstance shall the Lessee sublet the Equipment to third parties.
- 11.8 The Lessee shall clean the Equipment at the end of the Lease Term prior to handing it over to Lessor.
- 11.9 The Lessee shall not alter the Equipment in such a manner, that as a result the property right of the Lessor is no longer visible or identifiable. The Lessee is prohibited from affixing any mark or sign to the Equipment which would suggest or show otherwise.

12. CONDITION OF EQUIPMENT

At the beginning of the Lease Term, Lessee or Lessee's agent has inspected the Equipment and acknowledges that the Equipment is in good and acceptable condition.

13. MAINTENANCE, DAMAGE AND LOSS

- 13.1 Lessee will, at Lessee's sole expense, keep and maintain the Equipment clean and in good working order and repair during the Lease Term. In the event the Equipment is lost or damaged beyond repair, Lessee shall pay to Lessor the replacement cost of the Equipment; in addition, the obligations of this Agreement shall continue in full force and effect through the Lease Term.
- 13.2 Once a year, Lessor will perform a maintenance service on the Equipment. The date for the maintenance service will be communicated by the Lessor, which is principally not during the original lease period.
- 13.3 All costs connected with damage and repair, with the exception of the costs of normal wear and tear, caused or required for whatever reason are at Lessee's expense.
- 13.4 The Lessor shall pay for cost relating to maintenance and/or repair resulting from normal wear and tear.

14. INSURANCE

- 14.1 The Lessee will, during the whole of the Lease Term and for as long as the Lessee has possession of the Equipment, take out, maintain and pay for insurance against loss of and damage to the Equipment for the full replacement value of the Equipment and will name Lessor as the beneficiary.

- 14.2 The Lessee will, during the whole of the Lease Term and for as long as the Lessee has possession of the Equipment, take out, maintain and pay for comprehensive general liability insurance against claims for bodily injury, including death, and property damage or loss arising out of the use of the Equipment.
- 14.3 The insurance will be in the joint name of the Lessor and the Lessee so that both the Lessor and the Lessee will be protected from liability and will provide primary and non-contributing coverage for the Lessor. The insurance policy will have a provision that it will not be modified or cancelled unless the insurer provides the Lessor with thirty (30) days written notice stating when such modification or cancellation will be effective.
- 14.4 Upon first written request by the Lessor, the Lessee will provide the Lessor with an original policy of certificate evidencing such insurance.

15. ENCUMBRANCES, TAXES AND OTHER LAWS

Lessee shall keep the Equipment free and clear of any liens or other encumbrances, and shall not permit any act where Lessor's title or rights may be negatively affected. Lessee shall be responsible for complying with and conforming to all laws and regulations relating to the possession, use or maintenance of the Equipment. Furthermore, Lessee shall promptly pay all taxes, fees, licenses and governmental charges, together with any penalties or interest thereon, relating to the possession, use or maintenance of the Equipment.

16. END OF CONTRACT

- 14.1 At the end of the Lease Term, the Lessee shall hand over the Equipment in a good state with all accompanying documents to the Lessor or a third party designated by it. No sooner shall the Equipment be considered to have been handed over than until after the Lessor has submitted a confirmation of receipt to the Lessee.
- 14.2 For every month after the end of the Lease Term, that the Lessee fails to hand over the Equipment to Lessor, Lessor will charge a monthly sum equivalent to three months rent.

17. LESSORS REPRESENTATIONS

Lessor represents and warrants that it has the right to lease the Equipment as provided in the Contract and that Lessee shall be entitled to quietly hold and possess the Equipment, and Lessor will not interfere with that right as long as Lessee pays the Rent in a timely manner and performs all other obligations under the Contract.

18. OWNERSHIP

The Equipment as well as the Equipment's software is and shall remain the exclusive property of Lessor. Lessee is not allowed to make copies of or otherwise reproduce the software.

19. SEVERABILITY

If any part or parts of the Contract and/or Terms shall be held unenforceable for any reason, the remainder of the Contract and/or Terms shall continue in full force and effect. If any court of competent jurisdiction deems any provision of the Contract and/or Terms invalid, illegal or unenforceable, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited. Such adjudication shall not affect or modify any other provision of this Agreement and the effect thereof shall be confined to the provision as to which such adjudication is made.

20. ASSIGNMENT

Neither the Contract nor Lessee's rights hereunder are assignable except with Lessor's prior, written consent.

21. BINDING EFFECT

The covenants and conditions contained in the Contract and these Terms shall apply to and bind the Parties and the heirs, legal representatives, successors and permitted assigns of the Parties.

22. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Netherlands.

23. NOTICE

23.1 Except as otherwise required by law, any notice or other communication required or authorized by the Contract to be given a Party to the other shall be given by hand or sent (by registered mail return receipt requested, by courier, or by fax)

23.2 Notices sent as follows shall be deemed to have been received at the following times:

- (a) if sent by courier: at the moment of delivery by the courier to the addressee;
- (b) if sent by registered letter: on the day noted on the return receipt; or
- (c) if sent by fax: on the day noted on Lessor's fax confirmation sheet.

24. WAIVER

The failure of either party to enforce any provisions of the Contract and/or Terms shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of the Contract and/or Terms. The acceptance of rent by Lessor does not waive Lessor's right to enforce any provisions of the Contract and/or Terms.

25. INDEMNIFICATION

25.1 The Lessee shall be liable for all costs incurred by the Lessor on account of loss, damage or extreme deterioration or decrease in value of the Equipment, if this is caused by negligence,

tortious acts, improper use, fault or omission on the part of the Lessee or his subordinates. The costs of repair shall also be for Lessee's account.

- 25.2 The Lessee shall indemnify the Lessor against all third party claims on account of loss, damage, death or injury in connection with the supply, installation, removal, shipping or use of the Equipment, regardless of how or when the damage was suffered and he shall also indemnify the Lessor for all costs which would ensue from such liability.
- 25.3 The Lessee shall indemnify the Lessor against any liability on account of loss, theft, damage and for all costs arising from Lessee's failure to comply with the provisions of the Contract, in the event that these costs are not covered in full by the insurance company.
- 25.4 Except for damages, claims or losses due to Lessor's acts or negligence, Lessee will indemnify and hold Lessor and Lessor's property, free and harmless from any liability for losses, claims, injury to or death of any person, including Lessee, or for damage to property arising from Lessee using and possessing the Equipment or from the acts or omissions of any person or persons, including Lessee, using or possessing the Equipment with Lessee's express or implied consent.
- 25.5 Under no circumstances shall the Lessor be liable on whatever account for compensation of damage, which is in excess of 50% of the total rent.
- 25.6 Notwithstanding any other provision in the Contract and/or Terms, Lessor shall in no event be liable to Lessee for consequential, or other indirect damages of any kind (including, without limitation, loss due to late availability of the Equipment, delayed delivery, loss of revenue, savings or profits, business interruption), even if advised of the possibility of such indirect damages, except in so far as it is caused by the Lessor's wilful intent and/or gross negligence. Neither shall the Lessor be liable for damage arisen from circumstances, which the Lessor could not anticipate.
- 25.7 The Lessor does not warrant and shall not be liable for the fitness of the Equipment for any specific purpose.

26. DISPUTE RESOLUTION

All disputes arising in connection with this Agreement, or further agreements resulting therefrom, shall be settled in accordance with the Arbitration Rules of the Netherlands Arbitration Institute. The place of arbitration shall be Amsterdam, the Netherlands. The arbitral tribunal shall be composed on one (1) arbitrator. The proceedings shall be conducted in the English language.