

If you, the customer/client, accept a quotation, offer, confirmation, or contract from Maessen, you automatically accept the following terms and conditions. If you have any questions regarding these terms and conditions, please contact us by sending an email to info@maessententen.nl

Article 1: General

- Maessen:** the private limited liability company Maessen Tenten B.V., (listed in the commercial register under number 27121708), also doing business as: MaessenTenten, FlexTent, TentUp, and Opslag Tent Verhuur, the user of these general terms and conditions, also referred to as: “Maessen” or “Lender/Seller”;
- Client:** the other party to a contract with Maessen or Lender/Seller; also referred to as: Borrower/Buyer;
- Contract:** the contract(s) concluded by and between Maessen and Client and to which these General Terms and Conditions, as well as additional conditions (if any) are applicable.

Article 2: Applicability

- 2.1 These General Terms and Conditions are applicable to all quotations of Maessen and to all contracts concluded by Maessen, howsoever named.
- 2.2 The applicability of other terms and conditions to which Client refers in his offer or in other correspondence in respect of a contract is expressly excluded. This shall not be otherwise as a result of a contrary provision in such other terms and conditions. If a translation is made of these Terms and Conditions, the original Dutch version shall at all times prevail.
- 2.3 Any departure from and/or addition to a contract and/or any provision of the General Terms and Conditions are effective if and in so far as these have been expressly agreed in writing only and solely in respect of the Contract concerned.

- 2.4 If any provision of these General Terms and Conditions is null and void or is voided, the remaining provisions of these General Terms and Conditions will remain fully in effect and Maessen and Client will consult with each other to agree new provisions to replace the void or voided ones. In doing so, the purpose and meaning of the void or voided provision will be taken into account as far as possible.
- 2.5 If Maessen accepts such departure or addition, this will in no event set a precedent and Client may not derive any rights from this in connection with future contracts, if any.
- 2.6 Once a Client has entered into a contract to which these General Terms and Conditions apply, he agrees to the applicability of the General Terms and Conditions to subsequent contracts between Client and Maessen as well.

Article 3: Contract

- 3.1 Contracts are only formed if confirmed in writing by Maessen, or by Client and Maessen signing a written Contract, or if Maessen has performed a rental contract, for instance by providing the rented object.
- 3.2 All offers/quotations are valid for acceptance until 14 (fourteen) days after they were sent to Client.
- 3.3 Any special prices and/or extra discounts that are quoted orally and that differ from the usual prices and/or discounts applied by Maessen may only be regarded as binding if these have been confirmed by Maessen in writing, and are valid solely in respect of the Contract concerned.
- 3.4 Such written confirmation is also required for the offer being binding if the Contract is concluded through one of Maessen's representatives. Any agreement reached with its staff will not be binding on Maessen.

- 3.5 Unless Client makes an objection to Maessen within 8 (eight) days after the order confirmation is sent, the order confirmation is deemed to accurately and completely represent the contract. All changes are to be reported to Maessen in writing at all times. Any changes that are communicated orally or by telephone are for Client's own risk, unless they have been confirmed in writing by Maessen.
- 3.6 If an offer/quotation is not followed up by an order, Maessen reserves the right to charge the reasonable and fair costs of any designs, drawings and calculations it has prepared.

Article 4: Payment

- 4.1 All payments to Maessen must be effected within 14 days of the invoice date, or within a different period or a deposit period if so agreed in writing, without any deduction, compensation (set-off), debt equation, discount, or suspension, on any ground, net in cash at the offices of Maessen or to a (bank) account to be designated by Maessen. All payments must be made in euros.
- 4.2 Payment in cash may only be made to an employee authorised by Maessen in writing to receive payments. The relevant invoice is to be signed by a Maessen employee at the time of delivery and cash payment, stating the date, the delivery, and the remark "paid". If the invoice is not signed, no payment is considered to be made.
- 4.3 If no payment is made within fourteen day after the invoice date, Client is in default and Maessen will be entitled to take collection measures without notice of default being required. As from the moment of default Client shall owe (penalty) interest on the amount due equal to 1.5% per month, whereby part of a month will be counted as a whole month.
- 4.4 Client may only claim set-off with Maessen's written consent. Client herewith expressly waives any other right to set-off.

- 4.5 Payments made by Client will first be considered as payment of interest and costs due, if any, and subsequently as payment of the oldest outstanding invoices that are due and payable, even if Client states that a payment concerns a more recent invoice.
- 4.6 If goods are delivered to Client subject to (extended) retention of title, and this retention of title cannot be exercised for any reason, including as a result of (inappropriate) confusion or disposal of the good, all payments made will at all times be considered as payment for invoices in respect of which the retention of title cannot be exercised, without prejudice to Article 4.5.
- 4.7 If Client defaults on his payment obligations, Maessen may suspend the performance of the Contract(s). Where a delivery date has been agreed, this date will be postponed for the duration of the suspension.
- 4.8 All judicial and extrajudicial costs involved in collecting any amount Client owes Maessen will be charged to Client. The extrajudicial costs that are for Client's account will be at least 15% of the amount Client owes, including the interest thereon, with a minimum of €350, unless Client is a natural person and does not act in the conduct of a business or a profession and the obligation to pay arises from a Contract.
- 4.9 If Client is a natural person and does not act in the conduct of a business or a profession and the obligation to pay arises from a Contract, the compensation owed to Maessen will be determined on the basis of the "Extrajudicial Collection Costs (Fees) Decree" ("Besluit vergoeding voor buitengerechtelijke incassokosten"), whereby the compensation will not be payable until fourteen days after Client was demanded in vain to pay, in accordance with Section 6:96(4) and (5) has expired.

Article 5: Prices

- 5.1 Unless expressly agreed otherwise, all prices are in euros and are exclusive of turnover tax and/or other government levies, cost of transport, insurance, assembly costs, and service and inspection costs.
- 5.2 In the event of an increase in the cost price factors, Maessen may increase the prices, with a maximum of 10%. Client will only be entitled to cancel the Contract if the price increase is effected within three months of concluding the Contract.
- 5.3 Cost price factors include: purchase and/or commodity prices, transport costs, import duties and other taxes, as well as exchange rate differences.

Article 6: Delivery

- 6.1 All stated delivery times are approximate and may not be relied upon.
- 6.2 The delivery time starts when the order confirmation is sent and after Client has furnished Maessen with all information, drawings and materials that Maessen, at its own discretion, might require. If the delivery time is exceeded Client will in no event be released from his obligations under the Contract and Client will not be entitled to cancel the Contract and/or to claim damages.
- 6.3 Unless expressly agreed otherwise, Maessen is entitled to make partial deliveries.
- 6.4 The risk of the good passes from Maessen to Client at the time of delivery.
- 6.5 If Client is unable to take delivery of the goods, the risk of the goods passes to Client the moment when Client fails to take delivery.

- 6.6 For the purpose of this Article, “delivery” means: “handing over” (“afgifte”) or “setting up” (“opbouw”) where the Contract is a rental contract.
- 6.7 “Delivery” may also refer to the picking up of materials.
- 6.8 For as long as Client has not fulfilled all obligations towards Maessen under any concluded and yet to be concluded Contracts, including the obligation to pay Maessen damages due to unlawful act and/or breach of those Contracts, or fails to provide sufficient security for this, the ownership to all delivered and yet to be delivered goods will remain with Maessen. In that event, the ownership will only pass to Client after Client has fulfilled all obligations towards Maessen.
- 6.9 Client will ensure that it is possible to use pegs having a length of at least 100 cm at the site. In addition, electricity hook-ups must be available at the site where the object is to be set up.

Article 7: Transport

- 7.1 If the transport is to be carried out by Maessen and/or Maessen is to offer assistance with loading and unloading, the costs thereof may be charged to Client, based on a set fee per man hour for transport and an hourly rate per man-hour, as specified in the quotation. If and when Maessen takes care of the transport, shipment, packaging and the like, and unless Client directs otherwise, it will be executed with due and proper care in a manner to be decided by Maessen.
- 7.2 Client is to ensure that the place of delivery is easily accessible to motorised transport.

Article 8: Ownership and security

- 8.1 The rented object remains at all times the property of Maessen, irrespective of the duration of the Contract. Intentional appropriation of the rented object by Client constitutes embezzlement. The Contract will not be renewed if Client fails to timely return the rented object, while Client remains fully responsible for it.
- 8.2 Client is not allowed to pledge or dispose of the rented object or to encumber it in any other way for the benefit of third parties without the written permission of Maessen.
- 8.3 Client agrees to notify Maessen immediately in writing if an object is attached or if an object or any part of it is claimed in any other way. Client shall notify Maessen immediately if he is aware of a possible or threatening attachment of the object. In addition, Client agrees to notify Maessen, at the latter's first request, of the location of the object concerned.
- 8.4 If the rented object, or part of it, is attached, or if Client is granted a (provisional) moratorium, or is declared insolvent, Client will immediately notify the bailiff carrying out the attachment, or the administrator or trustee of Maessen's (property) rights.
- 8.5 Client is at all times obliged, at Maessen's first request, to provide adequate security, in the form desired by Maessen, and to supplement the security where necessary. For as long as Client has not fulfilled this obligation, Maessen may suspend performance of its obligations.
- 8.6 If Client fails to respond to a request as referred to in article 8.5 within fourteen days after a written warning thereto, Client will be in default and Maessen will be entitled to suspend all deliveries and to terminate the concluded contract(s) entirely or in part, without owing any compensation, and without prejudice to its other rights, and Client will be required to compensate all costs and damage Maessen has made and suffered in this connection.

- 8.7 Unless otherwise agreed in writing, Client will pay a deposit in respect of each rental contract. The amount of the deposit will be proportional to the specified rental period and the value of the rented object. If Client wishes to renew the Contract he shall be required to pay a new deposit, at the latest on the day on which the renewal period begins.
- 8.8 If Client fails to timely pay a deposit, Maessen will be entitled to unilaterally terminate the Contract, without prejudice to Maessen's right to compensation.
- 8.9 The deposit is regarded as a down payment for the rent due and not as a deposit against the risk of damage, theft, or misappropriation of the rented object.

Article 9: Liability

- 9.1 Client is liable for any and all damage to the rented object until it is returned to Maessen, including damage as a result of mislaying, misappropriation, theft, disposal, or destruction of the object,.
- 9.2 Client is furthermore liable for all repair and cleaning costs Maessen is forced to incur due to the poor state in which the rented object is returned, without prejudice to Maessen's right to claim compensation of the full damage.
- 9.3 Maessen must be notified in writing of any damage, mislaying, misappropriation, theft, and destruction of the rented object immediately after this is discovered, but in any event within 48 hours.
- 9.4 If the rented object, or any parts thereof, is destroyed or irreparably damaged, Client owes Maessen an amount equal to the costs of the replacement parts and the costs of replacement.

- 9.5 Client is furthermore liable for any and all damage resulting from the use of the rented object.
- 9.6 Client agrees to fully indemnify and hold harmless Maessen against any third-party claims for damages in connection with the use of the rented object. Maessen will not be liable for any damage caused to gas pipes, wiring or water pipes by the use of pegs mentioned in Article 6.9.
- 9.7 Unless the rental contract provides otherwise, the rented object is not insured by Maessen. Client is therefore required to insure the rented object itself against the above-mentioned risks, as well as against damage due to mislaying, theft, and destruction of the rented object.
- 9.8 Maessen's liability is expressly limited to direct loss. All liability for other (consequential) loss, including financial loss, howsoever named, including renting/purchasing of a replacement, loss of turnover and/or loss of profit, loss due to delay and loss owing to stoppage is expressly excluded.
- 9.9 Maessen's liability is furthermore limited to the amount that is paid out in respect of the event under Maessen's business liability insurance policy.
- 9.10 Maessen's liability shall in no event exceed the agreed sale price, or (in the event of rent) the agreed rent for a period of four weeks. Maessen's liability shall furthermore in no event exceed the amount that is paid out in respect of the event under Maessen's business liability insurance policy.
- 9.11 Client agrees to indemnify and hold harmless Maessen against any third-party claims in connection with damage caused by or in connection with the rented object.
- 9.12 All liability expires one year after the date on which the damage occurred.

Article 10: Rental period

- 10.1 The rental period commences on the date on which Maessen starts setting up the rented object or, where so agreed with Client, when the rented object is delivered at Client's address.
- 10.2 Rental contracts are considered to be concluded for a minimum period of one day and for a maximum period as stated in the Contract.
- 10.3 When determining the rental period, all days are counted, including Saturdays, Sundays and public holidays; a part of a day is counted as a whole day.
- 10.4 Client is obliged to return the rented object to Maessen on the date and at the time specified in the Contract at the latest, unless it has been timely agreed in writing that the Contract will be renewed.
- 10.5 If the rented object is not returned to Maessen within the agreed period, Maessen will be entitled to charge rent until the moment when the rented object is actually returned.
- 10.6 The rental period ends when Maessen has taken back and inspected the rented object, finds it to be in order, and has confirmed this to Client in writing by signing the return slip/rental contract. Dropping off the rented object unsupervised and without reporting its return, no matter where, even at one of Maessen's business addresses, will not be accepted as the end of the rental period.

Article 11: Use; Maintenance

11.1 Client undertakes to use the rented object with due care, which includes, but is not limited to:

- a. Client may only use the rented object for the purpose for which it was rented and only for the purpose for which, giving its nature, it is suitable to be used;
- b. Client will use the rented object with due observance of Maessen's instructions, given by way of manuals, etc.
- c. Client will inspect the rented object to check its proper functioning on a continual basis and, unless otherwise agreed, will timely carry out the necessary daily maintenance in order to preserve its proper functioning, in accordance with the manufacturer's specifications (if available);
- d. Client will take all reasonable precautions to prevent damage to and/or loss of the rented object;
- e. Client will not relocate or move the rented object without the prior permission of Maessen;
- f. Client will not attach any paper, tape, or other materials to the rented object of which it may reasonably be expected that it cannot be removed from it without damaging the rented object;
- g. Client will obtain all necessary permits, exemptions, and/or orders required for the use or the presence of the rented object;

- h. Client will ensure that the rented object is at all times properly accessible by truck or all-terrain forklift truck;
 - i. Client will ensure that there is a proper connection to the water mains and the sewer system in the event of toilet car;
 - j. Client will ensure that in the event of snowfall, the roof of the rented object will at all times be kept sufficiently free of snow and that the rented object is adequately heated;
 - k. Client will ensure that the rented object can be secured with one-meter pegs;
 - l. Client will never leave a rented object unsupervised at a freely accessible spot.
- 11.2 Client is not allowed to let or sublet the rented object or give it in use or make it available in any other way to third parties without the prior written permission of Maessen.
- 11.3 Client agrees to immediately grant Maessen, at the latter's first request, access to the rented object for inspection, maintenance, or repair purposes and to give its full cooperation thereto, including making a suitable and safe work place available that complies with the applicable health and safety and environmental regulations, and where necessary outside Client's normal working hours as well.
- 11.4 Client undertakes to place the rented object at Maessen's disposal clean, undamaged and in its original state.

Article 12: Complaints

- 12.1 Client is to inspect the good at the time of delivery, purchase, or handing over for visible defects and to sign the delivery slip for receipt. Any defects are to be specified on the relevant document. If no remarks are made on the said documents, the goods are deemed to have been delivered in a proper state and in accordance with the Contract.
- 12.2 Any complaints regarding incomplete or incorrect delivery, or regarding defects, are to be stated to Maessen in writing immediately, but in any event within 24 hours after purchase or delivery of the good, failing which the good will not be replaced free of charge and no right to compensation exists of any kind. In the absence of a timely complaint, the good is considered to have been accepted.
- 12.3 Any defects that could reasonably not have been detected within the period mentioned in the previous paragraph, are to be reported in writing to Maessen immediately after they are detected but at least within 30 days after the delivery.

Article 13: Returning the object at the end of the rental period

- 13.1 Unless expressly agreed otherwise in writing, Client will return the rented object cleaned and in its original state – bar normal wear and tear when used with due care – to Maessen by placing the rented object at Maessen's disposal at the location where Maessen made the rented object available to Client for the performance of the rental contract.
- 13.2 Client will place the rented object at Maessen's disposal on the day on which the rental contract ends, due to the expiry of the agreed rental period or otherwise.
- 13.3 If Client fails to place the rented object at Maessen's disposal on the specified date and place, Client will be in default without notice of default or warning. In that event Client will furthermore owe a penalty equal to three (3) % of the price (exclusive of VAT) for the purchase of a similar or equivalent rented object, for each day that Client

fails to fulfil the obligation to place the rented object at Maessen's disposal at the relevant place and time. In addition to the penalty, Maessen will be entitled to full compensation of all damage it suffers as a result of the failure of Client to fulfil the obligation to place the rented object at Maessen's disposal at the relevant place and time. Maessen will in that event furthermore be entitled, and will be expressly authorised by Client, to enter the place where the rented object is located in order to take possession thereof. All costs related to the above will be charged to Client.

- 13.4 Client will be liable for all damage and costs Maessen incurs if upon return of the rented object it is established that it is damaged or that it has not been cleaned, unless Client is able to demonstrate that the damage or the fact that the rented object has not been cleaned is due to circumstances beyond Client's control.

Article 14: Cancellation

- 14.1 If Client cancels the Contract, irrespective of the reason, Maessen reserves the right to claim performance or to charge a cancellation fee.

14.2 Cancellation fee:

- a. If Client cancels the contract 30 days or more before the day on which the rented object is to be made available to him, 30% of the invoice amount will be charged as cancellation fee;
- b. If Client cancels the contract between 30 and 15 days before the day on which the rented object is to be made available to him, 50% of the invoice amount will be charged as cancellation fee;
- c. If Client cancels the contract between 14 and 6 days before the day on which the rented object is to be made available to him, 75% of the invoice amount will be charged as cancellation fee;

- d. If Client cancels the contract 5 days or less before the day on which the rented object is to be made available to him, 100% of the invoice amount will be charged as cancellation fee.

14.3 If Maessen accepts a cancellation, it may charge Client all costs made up to that moment, plus 25% of the Contract amount by way of loss of profit.

Article 15: Breach of contract

15.1 If Client fails to fulfil his obligations, is declared insolvent, is granted a moratorium, is placed under guardianship, or if his goods are attached, his business is shut down, transferred or liquidated, or his financial circumstances alter considerably, Maessen may terminate the Contract without intervention of the court, and without prejudice to its right to claim compensation.

15.2 Where the circumstances described in the previous paragraph occur, Maessen will furthermore be entitled to suspend the further execution of all contracts in effect between the parties, while all outstanding amounts owed to Maessen will become immediately due and payable.

Article 16: Force majeure

16.1 In addition to what it is understood to mean in the law and jurisdiction, force majeure includes all external causes, such as extreme weather conditions, natural disasters, war, and fire that could not be foreseen and that were beyond the control of Maessen, including work strikes at Maessen.

16.2 To each tent the various guidelines in Maessen's tent book apply. If these are not observed, force majeure may not be invoked.

16.3 If a force majeure event occurs after an object has been set up and it is no longer possible to use it responsibly, the resulting costs will be for Client's account.

Article 17: Intellectual property rights

17.1 Maessen retains the copyright to all designs, drawings, and calculations it has developed or made, also when done on Client's instructions. This includes all photo and video material.

17.2 Client may only use the designs, drawings, sketches and calculations that are made available to him for his own use and he is not allowed to make these available, either for no consideration or against payment, to third parties

Article 18: Guarantees

18.1 Maessen is in no event obliged to offer any guarantee other than the guarantee the manufacturer of the delivered goods offers Maessen.

18.2 Guarantee will only be offered if all amounts due to Maessen have been fully paid.

18.3 Whether or not a specific defect or shortcoming falls under the terms of the above-mentioned guarantee will be at Maessen's sole discretion.

18.4 Any departures from the above-mentioned guarantee will only be valid if confirmed in writing by Maessen.

Article 19: Governing law; Competent court

19.1 Each quotation and each contract is governed by and will be interpreted in accordance with Netherlands law.

19.2 All disputes, including those that are only regarded as such by one party that have arisen or might arise between Maessen and Client will be submitted to the exclusive jurisdiction of the competent court in The Hague. Notwithstanding the foregoing, Maessen may also refer the dispute to the court that has jurisdiction according to the law.