

Article 1: Applicability

1. These general rental terms and conditions are applicable to all offers and quotations of Lekkerkerker Rotterdam B.V. (hereinafter referred to as: "Lekkerkerker") in respect of the rental of road plates, excavator mats, construction fences and other materials (hereinafter referred to as: "materials"), and to all agreements entered into by Lekkerkerker for the rental of materials. The party to whom Lekkerkerker makes an offer and/or who rents materials, is hereinafter referred to as "the renter".
2. The renter with whom an agreement is concluded subject to these rental terms and conditions accepts the applicability of the general rental terms and conditions of Lekkerkerker to subsequent rental agreements concluded between them. The general terms and conditions used by the renter will be deemed to be rejected at all times and will not apply under any circumstances.
3. The general rental terms and conditions of Lekkerkerker will also apply to any other legal relationships with renters.
4. Deviations from Lekkerkerker's general rental terms and conditions must be laid down in writing to be effective and will only apply to the rental agreement in question.

Article 2: Formation, content of the agreement

1. Quotations of Lekkerkerker are without obligation, unless the quotation expressly stipulates otherwise. A quotation is valid for 14 days from its date and will expire thereafter. Submitting a quotation will not oblige Lekkerkerker to accept a rental order.
2. A rental agreement is concluded the moment when Lekkerkerker accepts a rental request made by the renter. A rental agreement can be entered into in writing (including by e-mail), orally, or by telephone, whereby Lekkerkerker will lay down the contents of the rental agreement in an Order Confirmation.
3. A rental agreement will, in any case, (also) be concluded by Lekkerkerker commencing the actual execution of the agreement after receiving and accepting a request from the renter.
4. The content of the rental agreement will be determined by the Order Confirmation prepared by Lekkerkerker. This will be deemed to fully and accurately reflect the content of the agreement. In case of any discrepancies between the purchase order of the renter and the Order Confirmation, the Order Confirmation will prevail.
5. Minor deviations in sizes and weights stated on the Order Confirmation are permitted; Lekkerkerker does not guarantee exact sizes and weights.
6. Should two or more (legal) persons be renters together, each of these persons will be jointly and severally liable for all performances due by the renter.

Article 3: Rates, invoicing and payment

1. The rates for the rental of materials are laid down in Lekkerkerker's list of rates current at the time when the rental agreement is concluded. Lekkerkerker reserves the right to change the applicable rates from time to time. The new rates will apply to materials rented from the moment Lekkerkerker has sent a new list of rates to the renter.
2. Lekkerkerker will invoice the rent for the rented materials at the end of the rental period, or in four-weekly periods, counting from the beginning of a calendar year.
3. All invoices are payable within 30 days of the date of the invoice. Payments must be made to Lekkerkerker's bank account specified on the invoice.
4. If the renter fails to pay within the payment period, it will be in default by operation of law and will be liable to pay statutory commercial interest. Invoices will be immediately due and payable if the renter fails to fulfill an obligation under an agreement with Lekkerkerker.
5. All extrajudicial and judicial costs involved in the collection of the outstanding amount are payable by the renter. Lekkerkerker will provide all (personal) data required for collection, where appropriate, to its collection agency or lawyer.
6. Any objections to an invoice must be submitted within 30 days after the invoice date. Payment will imply the renter's acceptance of the invoiced rent and costs. The renter is not authorized to set off or suspend any payment obligation for which it is liable without Lekkerkerker's written consent.

Article 4: Rental period

1. All rental agreements are concluded for a minimum of one week (five working days).
2. The rental period commences the moment when the hired materials are loaded on the truck at Lekkerkerker's storage location for transport to the location specified by the renter. The commencement date of the rental period stated on the pick-up confirmation (in Dutch: "Bewijs van afhalen") prepared by Lekkerkerker (hereinafter: "Pick-up Confirmation") is decisive.
3. Delivery will take place ex storage location (EXW) of Lekkerkerker.
4. The rental period ends when the rented materials have been returned to Lekkerkerker at the specified storage location. The date of receipt stated on the proof of receipt signed by Lekkerkerker, the (final) Return Confirmation (in Dutch: "Bewijs van retourneren", hereinafter: "Return Confirmation"), is decisive.
5. The agreed delivery time is to be regarded as a target time. Lekkerkerker will not be liable if the rented materials cannot be supplied to the renter on the agreed day, unless in the event of intent or wilful recklessness on the part of Lekkerkerker. In the event of delay, the rights and obligations under the rental agreement will be extended until the later date on which the rented materials are provided.
6. The rental order can be cancelled until 24 hours before the start of the agreed rental period. Once the rented materials have left Lekkerkerker's storage location, or the carrier can no longer use the truck for another job, as a result of which a dead freight is charged, these costs will be payable by the renter.

Article 5: Conformity and Defects

1. Lekkerkerker will supply the rented materials to the renter at its storage location in a straight and clean condition, free from Defects.
2. A Defect only exists if it concerns a fault or defect that is attributable to Lekkerkerker and that already existed before the materials were supplied and as a result of which the materials cannot be properly used.
3. A difference in weight, size and thickness of the materials will not be considered a Defect, nor does a minor fault or defect, or a defect for which the renter is liable. The same holds for a fault or a defect that was noticeable at the time when the materials were provided, or could reasonably have been noticed. A characteristic that is inherent to the rented materials (for example Confirmationperiness) will also not be considered a Defect.
4. The renter is required to inspect the rented materials (or have them inspected) for externally visible defects Immediately after Lekkerkerker has delivered them and sign the provided Pick-up Confirmation for receipt (or have it signed). The renter will authorize the carrier transporting the rented materials in this regard.
5. Any Defects must be stated on the Pick-up Confirmation and reported to Lekkerkerker immediately.
6. Unless in case of Defects that were not discovered and could not reasonably have been discovered when the materials were delivered, the Pick-up Confirmation will form conclusive evidence that the rented materials were provided to the renter in good condition, in the agreed quantity, in the agreed type, and free from Defects. Article 7:224(2) of the Dutch Civil Code does not apply.
7. Defects that were not discovered upon delivery and could not reasonably have been discovered, must be reported to Lekkerkerker by the renter by telephone and in writing within 24 hours of discovery. If the renter has timely reported the Defect and the Defect is confirmed by Lekkerkerker, Lekkerkerker will replace the materials in question free of charge.
8. Failure to timely report Defects will result in the forfeiture of any claims of the renter, as will the improper use of the materials, failure to cooperate, or insufficient cooperation in an investigation of the complaints, using or continuing to use of the materials after discovery of the Defect, or if the renter performs repairs or makes alterations himself.
9. The applicability of Articles 7:207 and 7:208 of the Dutch Civil Code is excluded.

Article 6: Ownership, use and risk

1. The rented materials will be deemed to have been provided to the renter the moment they are loaded on the truck for transportation. At that moment, the risk of the materials will pass to the renter, until the moment that they are returned to Lekkerkerker at its storage location and Lekkerkerker has provided a Return Confirmation. The commencement date of the rental period stated on the Pick-up Confirmation and the end date stated on the Return Confirmation will determine the time at which the risk is transferred.
2. Lekkerkerker does not guarantee that the rented materials are suitable for the use intended by the renter; Lekkerkerker only provides the requested materials; it is up to the renter to calculate for instance their load capacity. The renter also accepts the specific properties of the rented materials and will indemnify Lekkerkerker against any claims pursuant to Article 6:173 of the Dutch Civil Code.
3. The renter must use the rented materials for the purpose for which they are intended. Rented materials may not be overloaded or used for any purpose other than the purpose for which they are suitable or intended, and must be used in such a manner that no law, local ordinance or other governmental regulation are violated and no damage is caused to the surface, surrounding area or environment in any way. The renter warrants that the rented materials will not come into contact with aggressive, environmentally unfriendly, radioactive or otherwise polluting or harmful substances.
4. The rented materials may only be used abroad with the expressly consent of Lekkerkerker. Any additional risks and costs arising from transportation abroad and back, as well as from use abroad, are the responsibility of the renter.
5. All costs, taxes and fines arising from the use of the rented materials by the renter or by third parties are payable by the renter. Where applicable, the renter will also ensure, at its own expense, that it has the necessary permits and approvals in time for the delivery of the materials.
6. The rented materials will remain the property of Lekkerkerker at all times, regardless of the duration of the rental agreement. The renter is not entitled to alienate, pledge or otherwise encumber the rented materials for the benefit of third parties.
7. Lekkerkerker's license plate on the rented materials may not be removed. If, however - in exceptional cases - a rental agreement results in a sale of the rented materials, the license plate must be removed.
8. Subletting and further transporting the rented materials (or having them transported) to another location is only permitted with the express prior written consent of Lekkerkerker. When materials are moved to another location, the original rental agreement will end and a new rental agreement will be entered into for the new location, the content of which is determined by the Confirmation of Relocation (in Dutch: "Bewijs van verplaatsing") provided by Lekkerkerker. Lekkerkerker does not warrant the quality of the materials if they are moved to another location .
9. Upon request, the renter will provide Lekkerkerker each month, on the first working day of the month, with a statement showing the location(s) of the materials and the expected end date of the rental period.
10. The renter shall at all times allow Lekkerkerker access to the rented materials, and must reject any claims of third parties to the materials and indemnify Lekkerkerker against any such claims.
11. Lekkerkerker is entitled to rent similar materials from a third party to fulfill its obligations under a rental agreement.

Article 7: Return of materials and end of the rental period

1. The renter has an obligation to return the rented materials after the end of the rental period. The renter must return the materials to the storage location of Lekkerkerker (the same storage location from which the materials were transported to the renter, unless agreed otherwise), on the date agreed for that purpose, in the same condition in which it received them upon the commencement of the rental period. This means that the renter must return the materials to Lekkerkerker in a clean, straight condition, free from defects, and - as far as applicable - sorted by type and size (and if the renter is unable to prevent that part of the materials is returned dirty or bent, also sorted by their clean/dirty and straight/bent condition).
2. The renter must inform Lekkerkerker of the return date at least two working days in advance.
3. Lekkerkerker will notify the renter if the renter has failed to comply, or to comply fully, with its return obligation as soon as possible after Lekkerkerker has established this. In that case the rental period will not end until the initially missing materials are returned, or until the last day of the period set by Lekkerkerker within which the materials must have been returned. If all materials have still not been returned by that time, the renter will also owe, in addition to the rent calculated up to and including that day, the missing materials fee (in Dutch: "manco-bedrag") specified on Lekkerkerker's list of rates applicable at that time.

Article 8: Transportation

1. The renter will arrange for the transportation of the rented materials by a carrier of its choice. The transportation, including loading and unloading and hooking on the load, fall under the responsibility of the renter, even when Lekkerkerker has recommended a carrier or assists with the hooking, loading and unloading of the materials.
2. If the renter so requires, Lekkerkerker can conclude a transport agreement in the name and at the expense of the renter. In that case, Lekkerkerker will be considered a forwarding agent within the meaning of Article 8:60 ff. of the Dutch Civil Code. Payment of the transportation costs will take place through Lekkerkerker; the agent fee will then be considered part of the agreed transportation fee.
3. In all cases the renter will be regarded as "sender" as referred to in the transport legislation and Lekkerkerker as the shipping address, or as the case may be delivery address in case of a return shipment.
4. Transportation may only take place by trucks the sides of which can open up (no container or asphalt trucks) to avoid having to climb on the truck when unloading the materials.
5. During transportation, loading and unloading, all applicable laws and regulations must be observed and the renter is responsible for ensuring that the loaded weight does not exceed the maximum load capacity of the means of transport used, and that the load is secured in accordance with the applicable regulations.
6. The renter accepts that the version of the General Transport Conditions 2002 [AVC 2002] current at the time of transport is applicable to the contract of carriage and, where applicable, declares that it has received a copy of those terms and conditions. If necessary, this provision will apply as an irrevocable and unconditional third-party clause in favor of the carrier.
7. The renter must ensure that an authorized person is present at the location specified by the renter on the appointed day to take delivery of the rented materials. If no one is present, the materials may nevertheless be delivered. The Pick-up Confirmation will be decisive when determining whether the materials were provided to the renter in the agreed type, condition and quantity.
8. When the materials are returned, the renter must ensure that an authorized person is present to give the materials to the carrier. The rented materials must be ready in an easily accessible place, sorted, cleaned and stacked, or, if so agreed, "out of track" ("uit baan").
9. If no one is present on behalf of the renter and the rented materials are ready for return shipment, they may be taken by the carrier. The Return Confirmation is decisive when determining whether the materials were given to the carrier in the agreed type, quantity and condition.
10. If the services of the carrier are used when loading and/or unloading at a location other than Lekkerkerker's storage location, this will take place at the expense and risk of the renter.
11. The renter agrees to indemnify Lekkerkerker against any fines and liability associated with the transport. Lekkerkerker will not be liable for mistakes made by the carrier.

Article 9: Damage and loss; insurance

1. The renter will be liable for any damage, loss, theft, or misappropriation of the rented materials, and for them having become unusable or worthless during the period that the rented materials were at its risk, irrespective of whether it is to blame for this. The renter must take out adequate insurance for this purpose with a reputable insurance company established in the Netherlands. This insurance must furthermore provide cover for third-party liability. Lekkerkerker itself is not insured for damage and loss due to theft or misappropriation of the rented materials or for them becoming unusable or worthless.
2. The renter is required to take preventive measures to prevent theft of the rented materials, such as, but not limited to, installing lockable construction fences and using camera surveillance.
3. The renter will also be obliged to always take appropriate measures to prevent damage to the rented materials. If the rented materials are damaged nevertheless, this must be reported to Lekkerkerker as soon as possible.

4. The rented materials will be inspected by Lekkerkerker upon their return to Lekkerkerker's storage location. If the renter wants to be present during this inspection, it must let Lekkerkerker know when entering into the rental agreement, so that an appointment can be made for the inspection. This inspection always takes place within 24 hours of returning the materials.
5. If in the reasonable opinion of Lekkerkerker the rented materials are dirty/contaminated, damaged or bent, the cleaning and repair costs and/or the costs of straightening them will be payable by the renter.
6. The renter is not entitled to carry out repairs without the prior permission from Lekkerkerker.
7. Any theft or loss of the rented materials must be reported by the renter to Lekkerkerker within 24 hours after discovery and any theft must be reported to the police, for which the DVL number must be requested in advance from Lekkerkerker so that this number can be included in the report.
8. In case of theft, loss, misappropriation or (economic) total loss of the rented materials, the renter will be obliged to compensate Lekkerkerker for the damage in accordance with the shortfall amount (in Dutch: "manco-bedrag") for the relevant type of material stated on Lekkerkerker's current list of rates. Economic total loss also includes a situation in which the materials have been in contact with pollutants as described in Article 6.3 of these rental conditions and can therefore, in the reasonable opinion of Lekkerkerker, no longer be rented.
9. The renter is furthermore liable for all (other) costs incurred and loss suffered by Lekkerkerker due to the rented materials having been returned incomplete or in a poor condition, such as surveyor's fees and loss of sales and/or profit.
10. If, despite the prohibition of Article 6.3, the rented materials have been in contact with aggressive, environmentally unfriendly, radioactive and/or other harmful substances, the renter must report this immediately to Lekkerkerker. In that case the renter must return the materials to Lekkerkerker fully cleaned. If the renter fails to do so, Lekkerkerker may refuse to take back the materials and the rental period will continue. Any cleaning costs will be payable by the renter; in addition, the renter will be liable for all damage to or caused by the rented materials as a result of pollution or contamination, such as damage to the surface, the surrounding area or the environment and the costs of disposal of the soil contaminated during the cleaning of the materials.

Article 10: Liability of Lekkerkerker

1. The liability of Lekkerkerker is limited to direct property damage to goods of the renter, insofar as this is caused by a demonstrable Defect of the rented materials or by the intent or wilful recklessness of Lekkerkerker. Liability for all other damage, more particularly for indirect damage such as, but not limited to, loss of sales or profits, missed savings, rental or purchase of substitute materials, loss due to delays, loss owing to stoppage, and third-party claims, all for whatever reason, is excluded.
2. The general liability of Lekkerkerker is furthermore limited to the rental price of the materials in question on which the claim of the renter is based, subject to a maximum amount of three months' rent.
3. The renter agrees to indemnify Lekkerkerker against claims of third parties for damage caused by or in connection with the rented materials. Employees of the renter or third-party users are also third parties as referred to in this Article.
4. The renter must timely report any claims to Lekkerkerker in writing, i.e. within two weeks of the date on which the damage has occurred. Late notification will result in the forfeiture of any rights of action of the renter.
5. Any rights of action based on liability of Lekkerkerker, on any ground, will expire one year after the date of the damage.

Article 11: Early termination of the rental agreement

1. Apart from what the law provides in respect of the (early) termination of agreements, Lekkerkerker may terminate a rental agreement without the necessity of court proceedings, with immediate effect, without notice of default and without owing any compensation, if the renter is granted (provisional) suspension of payments, is declared bankrupt, goes into liquidation, ceases its business activities or in the event of a change of control over the renter.
2. Lekkerkerker furthermore has the right to terminate the rental agreement subject to a notice period of 1 month, without owing any compensation or costs.
3. All claims of Lekkerkerker will be immediately and fully due and payable after the termination of the rental agreement.
4. After the termination or cancellation of the rental agreement, the renter will be obliged to return the rented materials on the date specified by Lekkerkerker. If the renter fails to return the materials within the stipulated period, Lekkerkerker may gain access to the place where the materials are located and may enter it in order to take possession of and collect the materials. All costs involved and all damage and loss suffered by Lekkerkerker will be payable by the renter.
5. The provisions of Article 11.4 will also apply if Lekkerkerker terminates the rental agreement due to non-payment by the renter.
6. If, after terminating the rental agreement, the renter fails to return the materials within the period stipulated by Lekkerkerker, the renter will owe the shortfall (in Dutch: "manco-bedrag") for the materials in question as stated in Lekkerkerker's list of rates applicable at that time.
7. The renter must immediately inform Lekkerkerker by telephone and in writing if rented materials are seized or otherwise claimed by a third party.
8. If the rented materials (or any part of them) are attached, or if the renter is granted (provisional) suspension of payment or is declared bankrupt, the renter must furthermore immediately inform the bailiff levying the attachment, the administrator or the bankruptcy trustee of Lekkerkerker's rights of ownership.

Article 12: Applicable law and dispute settlement

1. All (rental) agreements and other legal relations between Lekkerkerker and the renter are governed by Dutch law.
2. Any disputes will be submitted to the competent court in Rotterdam.

Article 13: Final provisions

1. Both Lekkerkerker and the renter are obliged to keep the contents of the rental agreement concluded between them confidential. In addition, they undertake to only use any information they obtain or have previously obtained about the other party for the performance of the rental agreement, and not to disclose it to any third party, and to return or destroy the information obtained from the other party upon the other party's first request.
2. The renter is not entitled to transfer its rights under the rental agreement(s) to third parties, without the prior written consent of Lekkerkerker. These rights are therefore non-transferable as referred to in Article 3:83 paragraph 2 of the Dutch Civil Code.
3. The nullity or voidability of any provision of these general rental terms and conditions will not affect the validity of the remaining provisions. Any such provision will be replaced by a valid provision which as far as possible has the same scope as the void or voidable provision.
4. Any provisions of these general terms and conditions which by their nature are intended to continue beyond the expiration of a rental agreement will retain their effect thereafter.
5. All notifications in connection with the rental agreement(s) must be given in writing, by e-mail. However, reminders, notices of default and other notices having legal effect must be given by registered mail.