

Article 1. Definitions; applicability

- 1.1 In these General Conditions the terms listed below have the following meaning:
 - a. Lessor: Forkliftcenter B.V., Forkliftcenter Services B.V., Global Port Equipment B.V.
 - b. Lessee: the Lessor's other party.
 - c. Leased Object: the object that the Lessee leases from the Lessor.
 - d. Lease: the agreement regarding the leasing/letting of the Leased Object.
- 1.2 These General Conditions apply to all offers, acceptances, agreements and other acts that relate to the making available of a Leased Object and the provision of services by the Lessor in that context.
- 1.3 Deviations and/or additions to these General Conditions/the Lease will be valid only if agreed on in writing between the Lessor and the Lessee and will furthermore apply only to the General Conditions/Lease for which the deviated and/or additional terms are made. The applicability of any other general conditions or clauses is excluded, except insofar as such general conditions or clauses have been expressly accepted in writing by the Lessor.
- 1.4 These General Conditions also apply to other Leases, including new or supplemental agreements to which the Lessee and the Lessor or their legal successor(s) are parties.

Article 2. Offers

- 2.1 Unless otherwise expressly stated, all offers made by the Lessor, in any form whatsoever, are without any obligation. The Lessor may revoke such offer within ten (10) working days after the Lessor received the acceptance from the Lessee.
- 2.2 Statements and specifications of the Lessor regarding size, capacity, performance, or results are provided approximately only.
- 2.3 Insofar as the Lessee provides any performance and/or makes any preparations for that purpose, in the apparent expectation or assumption that a Lease will be or has been concluded, the Lessee acts at its own risk and account.
- 2.4 Any or alleged inaccuracies in the order confirmation must be notified to the Lessor in writing under penalty of forfeiture, within two working days after the date of the confirmation by the Lessee.

Article 3. Price and security

- 3.1 The rental price only refers to the fee for the rent and insurance costs (General Liability Insurance) of the Lease Object. Unless if specifically, and expressly otherwise stated in the Lease, the rental price includes a fee for costs of additional services. All prices specified by the Lessor are exclusive of VAT and any government levies and will be charged separately. Insofar as any costs are incurred by the Lessor in making the Leased Object available, such as transport costs, the Lessor may also charge those costs to the Lessee separately.
- 3.2 The Lessor may require the Lessee to pay a deposit for the fulfillment of the obligations under the Lease. The Lessor may suspend the making available of the Leased Object until the deposit has been paid in full. The deposit will be repaid to the Lessee at the end of the Lease, without payment of any interest and while setting off any claim that the Lessor has against the Lessee on any ground whatsoever.
- 3.3 If in the Lessor's reasonable opinion, the Lessee's financial position so necessitates, the Lessee will be required at the Lessor's first request immediately to provide (whether or not additional) security to the Lessor's satisfaction for the fulfilment of the Lessee's obligations under the Lease. If the Lessee fails to provide adequate security in a timely manner, the Lessor will have the right to terminate the Lease with immediate effect, without being required to pay any damages.
- 3.4 Unless the Lease includes a different additional costs scheme, amendment to and/or the exceeding of the maximum number of operation hours of the Lease Object included in the Lease could give rise to an interim review of the rent or overall rent. The additional hours, determined on the basis of registration on the hour counter on the Lease Object, are calculated on the basis of the additional costs per operating hour as stated in the Lease.
- 3.5 If the term of the Lease is one year or more, the Lease will be automatically extended for one more year under the same conditions unless the Lessee has terminated the Lease with respect of a notice period of 2 (two) months before the duration of the initial term.
- 3.6 If the term of the Lease is one year or more, the Lessor is entitled to adjust the rental price each year the Lease continues.
- 3.7 If after entering the Lease, it turns out that the costs of the Lessor regarding its performance of the Lease increase as a result of amendments to laws and/or regulations, or other causes that are beyond Lessor's control, the rental price may be increased by the Lessor.
- 3.8 The provisions of this article apply also to the additional costs to adjustments, interim review, additions to and/or extensions of the Lease, irrespective of whether or not the said costs for adjustments review, additions and/or extensions have been laid down in writing.

Article 4. Payment

- 4.1 The amounts that the Lessee owes to the Lessor, need to be paid within the term as agreed in the Lease or within the term according to the invoice or, in the absence whereof within 30 (thirty) days after the date of the invoice.
- 4.2 If and insofar as the rent (or any part of the rent) has not been received on the agreed date at the latest, the Lessor will have the right, without prejudice to its other legal or contractual rights and without any notice of default being required: to charge the Lessee interest at 1.5% (one and a half percent) per month on the rent or the unpaid part of the rent as from that date, whereby part of a month will be regarded as a full month; and to suspend the performance of the agreement in respect of which the Lessee is in default of payment, and any other agreements with the Lessee.
- 4.3 If the Lessee fails also after a written reminder to pay the entire amount that it owes the Lessor within the further term set for that purpose, the Lessor will furthermore have the right to dissolve the agreement with immediate effect.
- 4.4 The Lessor may furthermore charge the Lessee all the costs that it has incurred in relation to the Lessee both in and out of court in order to protect its rights. The out-of-court costs of collection will amount for each action taken by the Lessor against the Lessee to a minimum of € 2.500,- (two thousand five hundred euros).
- 4.5 A payment by the Lessee will first be deducted from any interest due, then from costs incurred by the Lessor in connection with the Lessee's failure under the Lease, and only then from rent instalments due, whereby the instalment that first fell due will take precedence over the instalment that most recently fell due. All of this will apply except insofar as the Lessor

provides otherwise.

- 4.6 Unless expressly otherwise agreed in writing, the Lessee will not have the right to apply any discount, deduction, or setoff to a payment. The Lessee will furthermore not have the right to suspend its payment obligation in the event of any failure on the part of the Lessor.

Article 5. Making available and acceptance of the Leased Object

- 5.1 Unless otherwise expressly agreed in writing, the Lessor will make the Leased Object available to the Lessee on the date and time agreed at the construction site specified by the Lessor. The Lessor will not be in default towards the Lessee in making the Leased Object available until the Lessee has set it a further reasonable term in writing at the end of the original term within which to make the Leased Object available and the Lessor has also allowed that term to pass. All the circumstances must be considered in determining that reasonable term.
- 5.2 If the Lessee fails to take delivery of the Leased Object at the agreed date and time, for which the Lessor is not to blame, the Lessee will be in default upon the mere occurrence of that event. Without prejudice to its right to reimbursement of all the costs and loss related to the first failure to take delivery, the Lessor will have the right to dissolve the Lease with immediate effect, without any judicial intervention, if the Lessee fails to take delivery of the Leased Object before or on the second date and time of which the Lessor has given the Lessee notice.
- 5.3 If the delivery and removal are provided by the Lessor, the Lessee guarantees good accessibility and/or accessibility of the location. The exact place (at the location) where the Lease Object will be placed is determined by the Lessor, unless otherwise agreed. If the Lease Object cannot be delivered to the location as a result of insufficient accessibility, the Lessor has the right to charge the Lessee for the transport costs incurred and the (lost) rental price.
- 5.4 During the term of the Lease, the Lessor is entitled to make available a Lease Object other than that rented by the Lessee at the start of the Lease, provided that this Lease Object is deemed by the Lessor to be usable for the Lessee. The Lessor is not liable for any damage and/or costs incurred by the Lessee arising from the properties (or lack thereof) of the Lease Object. The Lessor is entitled to rent a Lease Object from to a third party, in which case any guarantee provided from the Lessor to the Lessee never includes more obligations than the guarantee provided by the third party to the Lessor and the remedy that this third party offers.
- 5.5 Upon taking delivery of the Leased Object, or in any event immediately thereafter, the Lessee must carefully inspect the soundness, integrity and completeness of the Leased Object. If the Lessee establishes any defects or deficiencies in that inspection, it must report them to the Lessor in writing no later than 24 (twenty-four) hours after discovery. Any defects that the Lessee has not discovered in time because it failed to carefully inspect the soundness, integrity and completeness of the Leased Object upon or in any event immediately after delivery, or any defects that the Lessee failed to report to the Lessor in writing in a timely manner, cannot be invoked as a ground for reduction of the rent, dissolution of the Lease or payment of damages.
- 5.6 After discovery of any defect or deficiency, the Lessee may not continue the use of the Lease Object. Damage as a result of such continued use will be at Lessee's risk.

Article 6. Use

- 6.1 The Lessee must use the Leased Object with all due care, which means, among other things: that:
- the Lease object and its use, from the moment of delivery on the agreed location, is at the account and risk of the Lessee;
 - the Lessee is not allowed to drive the Lease Object on the public road or in any other way to participate in the traffic;
 - the Lessee may use the Leased Object only for the purpose for which it is suitable according to its nature and/or leased without overloading the Lease Object;
 - the Lessee may only allow the Lease Object to be used by those persons who demonstrably have the required expertise and qualifications to use the Lease Object. These persons must meet all requirements set by the law with regard to the use. If the use of the Lease Object requires permits, certificates and the like, they must have these at their disposal. Any costs related thereto are for the account of the Lessee.
 - the Lessee must use the Leased Object in accordance with the operating and handling instructions given to it by the Lessor by means of instruction booklets or otherwise;
 - that the Lessee inspects the Leased Object continuously and at least on a daily basis for proper functioning and performs or has carried out the required daily maintenance as well as regular and / or periodic maintenance to maintain proper functioning in a timely manner in accordance with the manufacturer's specifications;
 - the Lessee must take all reasonable measures to avoid damage to and/or loss of the Leased Object including the control of levels of liquids, oil and/or other lubricants, the tire pressure and its condition, the operation of warning and signaling systems, pipes, hoses, cooling systems, air and fluid systems and the like;
 - the Lessee may relocate or move the Leased Object from the location where it is intended to be used under the Lease only with the Lessor's prior consent;
 - the Lessee will store and keep the Leased Object when it is not being used in a dry place closed to third parties.
- 6.2 The Lessee is obliged on any moment the Leased Object is not used, to take all preventative measures to avoid any damage, use or abuse by third parties like joyriding, vandalism and theft. Any keys of the Leased Object must in such case be removed from the ignition. Any violation of this article will lead to an immediately due and payable penalty of € 2.500,- per day for each day that the violation continues. All this without prejudice to Lessor's right to full compensation arising from the violation or this article.
- 6.3 Without the Lessor's prior written consent, the Lessee is prohibited from letting, subletting, or granting the use of the Leased Object to third parties, and from otherwise making it available to them.
- 6.4 If the Lessor wishes to have the Leased Object at its disposal for inspection, maintenance or repairs, the Lessee must fully cooperate after a request to that effect, which cooperation also means that the Lessee, on request, must make a suitable and safe workplace available in accordance with the applicable working conditions and environmental regulations, if necessary, also outside the working hours that customarily apply at the Lessee.
- 6.5 Any repairs and/or the affixing of replacement parts by or on behalf of the Lessee are only allowed with the express, advance permission of the Lessor. If the Lessor has not given any permission, the costs of such will be for the account of the Lessee, such without prejudice to Lessor's right to full compensation of damage caused by the Lessee.

- 6.6 In the event of theft of, or imminent damage of the Leased Object, or a defect of the Leased Object, the Lessee will immediately- and no later within two working days- inform the Lessor thereof in writing and by telephone and will limit the damage as much as possible. In the event of theft, the Lessee must immediately report this to the police and must provide the Lessor with the original copy of the official report. If the use of the Leased Object constitutes a safety risk, the Lessee must cease the use of the Leased Object until this has been checked and, if necessary, repaired.

Article 7. Attachment; third-party claims

- 7.1 If an attachment is levied (or is about to be levied) on the Leased Object, or if third parties exercise any claims in respect of the Leased Object, the Lessee will be required immediately to inform the Lessor accordingly. The Lessee must then act in accordance with the instructions given by the Lessor. The Lessor will have the right to make an alternative equivalent Leased Object available to the Lessee.
- 7.2 If an attachment is levied on a Leased Object belonging to the Lessor also against the Lessee and such attachment gives rise to costs for the Lessor, the Lessee will be required to reimburse all the costs arising from the attachment to the Lessor.

Article 8. Loss or destruction of the Leased Object

- 8.1 The Lessee must notify the Lessor of any entire or partial loss (meaning loss of control over) or any partial destruction in a physical sense of the Leased Object immediately after its discovery and must furthermore provide the Lessor with all the cooperation that it requires in connection with the loss or destruction. Destruction will also be deemed to have occurred if in the Lessor's opinion the costs of repair of or damage to the Leased Object exceed the fair rental value of the Leased Object at that time.
- 8.2 Unless the Lessor makes an alternative equivalent Leased Object available after the report of the loss or destruction of the Leased Object, the Lease will end in the event of loss or destruction of the Leased Object. If, however, in the event of partial loss or partial destruction of the Leased Object, the Lessee wishes to continue to use the remaining part of the Leased Object, the Lease will be continued at a reduced rent. Unless the parties agree otherwise, the rent will be reduced in the same ratio as that by which the fair rental value of the entire Leased Object has decreased as a result of the partial loss or destruction.
- 8.3 If the loss or destruction is due to a circumstance for which the Lessee is to blame by law – such as use of the Leased Object without due care – the loss consequently incurred by the Lessor will be payable by the Lessee. In the event of destruction that loss will be calculated on the basis of the replacement value.

Article 9. Return after the end of the lease

- 9.1 At the end of the Lease the Lessee must notify the Lessor that the Leased Object is again available to the Lessor on the agreed location. After that notification, the Lessor must ensure that the Leased Object is collected at the Lessee within a reasonable term. During the period between the notification and the collection of the Leased Object, the Lessee will remain responsible for the care of the Leased Object.
- 9.2 Unless otherwise expressly agreed in writing, the Lessee must return the Leased Object to the Lessor cleaned and – apart from normal wear and tear of the Leased Object caused by use of the Leased Object in a manner that befits a diligent Lessee – in its original condition, by making the Leased Object available to the Lessor in the place where the Lessor made the Leased Object available to the Lessee in the performance of the Lease. The Lessee may not make the Leased Object available any later than on the day on which the Lease ends upon the expiry of the agreed lease period or otherwise.
- 9.3 If the Leased Object, as a consequence of or during the use by the Lessee, is exposed to, or would have been exposed to substances or circumstances that constitute risks to living creatures and the environment, the Lessee must submit a clean or cleaning certificate (or a similar certificate showing that the Leased Object is entirely free of harmful substances and the like) from an independent authority authorized to issue such certificate. The Lessee bears the costs related to such inspection, issuance of the clean or cleaning certificate and, if applicable, the cleaning of the Leased Object. Substances or circumstances that could constitute a risk to living creatures and the environment include but are not limited to asbestos and nuclear radiation. Lessor determines which independent authority is to be engaged, which requirements are set for the inspection to be carried out and whether the inspection carried out and the clean or cleaning certificate issued meet the requirements. Until such time as the Lessor has provided with a cleaning certificate, the Lease period will continue and the Lessor is not obliged to accept the return of the Leased Object
- 9.4 The Lessee must furthermore return to the Lessor, in the manner and at the times described in Article 9.1, any parts of the Leased Object that may have been released during the lease period, for instance as a result of maintenance performed by the Lessee.
- 9.5 Anything attached to the Leased Object by or at the instructions of the Lessee will become the Lessor's property and the Lessor will not owe the Lessee any compensation in that context, without prejudice to the Lessor's right to remove at the Lessee's expense anything that the Lessee has installed or caused to be installed.
- 9.6 If the Lessee fails to make the Leased Object available at the time and place that apply to it, the Lessee will be in default without any notice of default or demand from the Lessor being required. The Lessee will then forfeit a penalty of € 2.500,= for each day on which the Lessee fails to fulfil the obligation to make the Leased Object available at the time and place that apply to it. In addition to the penalty the Lessor will be entitled to full reimbursement of all the loss incurred by the Lessor as a result of the Lessee's failure to fulfil its obligation to make the Leased Object available at the time and place that apply to it. The Lessor will in that case furthermore be entitled and will be expressly authorized by the Lessee, to gain access to the place where the Leased Object is located in order to take possession of the Leased Object. The costs involved will also be payable by the Lessee.
- 9.7 If it becomes apparent after the Leased Object has been returned that it is damaged or has not been cleaned, the Lessee will be liable for the loss and costs consequently incurred by the Lessor. This last sentence will apply unless the Lessee proves that the damage or the unclean condition of the Leased Object is due to circumstances for which it is not to blame.
- 9.8 The Lessee will give the Lessor all the cooperation required to enable the latter to gain possession of the Leased Object.

Article 10. Dissolution of the lease

- 10.1 The Lessor will have the right to dissolve the Lease with immediate effect, without any judicial intervention or notice of

default being required, if:

- a. the Lessee fails to fulfil one or more of its obligations under the Lease or these General Conditions;
 - b. a petition for a suspension of payment or a petition in bankruptcy has been filed in respect of the Lessee;
 - c. an attachment has been levied on all or any part of the Lessee's assets;
 - d. all or most of the Lessee's business is ceased, discontinued, or liquidated;
 - e. the Lessee vacates or apparently permanently departs from all or most of its premises or place of business without prior written notification; or
 - f. any other circumstance occurs that may give rise to reasonable doubt on the part of the Lessor regarding the fulfilment by the Lessee of its obligations under the Lease.
- 10.2 The Lessor will not be liable for any damage as a result of dissolution of the Lease as referred to in Article 10.1.
- 10.3 All the costs arising from dissolution as referred to in Article 10.1 will be payable by the Lessee. Upon dissolution all the Lessor's existing claims will fall due immediately.

Article 11. Lessor's liability for damage

- 11.1 Without prejudice to the other provisions of these General Conditions, it applies to the Lessor's liability for damage towards the Lessee on the grounds of or in connection with a Lease or Leases between the Lessor and Lessee that:
- a. the Lessor cannot be held liable for loss of income and costs related to interruption, standstill and/or re-initiation of a business or work, or part of a business or work;
 - b. the Lessor can be held liable for loss other than that referred to in (a) only for a total maximum amount of EUR 25.000,= (twenty-five thousand euros). However, any damages payable to the Lessee by the Lessor will in no event exceed the amount for which the Lessor's liability is covered by insurance in the case in question.
- 11.2 The limits referred to in (a) and (b) will not apply if the Lessee proves that the loss for which the Lessee holds the Lessor liable is due to intent or gross negligence of directors or equivalent executive officers of the Lessor.
- 11.3 If an event occurs that gives rise to damage for the Lessee or can reasonably be expected to give rise to damage, for which the Lessor may be held liable, the Lessee must notify the Lessor of that event in writing as soon as possible but in any event within ten (10) days after that event. If the Lessee fails to give timely written notification, its entitlement to damages on the grounds of the event in question will lapse.
- 11.4 All claims for compensation of damage from the Lessee against the Lessor expire twelve months after the event that caused the damage except insofar as it concerns damage that was reported to the Lessor in time in accordance with the provisions of the previous paragraph.
- 11.5 The Lessee is liable for all damage (including costs) caused to the Leased Object or caused due to its use during the term of the Lease including but not limited to damage such as a result of damage, fire, or alienation, theft, embezzlement and destruction of the Leased Object.
- 11.6 The Lessee indemnifies the Lessor against any and all third-party claims related to Leased Object let to the Lessee by the Lessor, except insofar as the Lessee proves that such claims relate to loss for which the Lessor would be liable towards the Lessee, with due observance of the provisions of paragraphs 11.1 and 11.2, if the Lessee had held the Lessor liable for that loss. This indemnification also applies to the costs incurred by the Lessor in connection with a third-party claim.

Article 12. Insurance

Insurance (General Liability Insurance)

- 12.1 The Lessor will make the Leased Object available together with insurance (General Liability Insurance). The Lessor has the right to annually adjust these costs and/or the excess if it is faced with changes (legislative or otherwise) and/or situations in which the damage caused by the Lessee gives reason for this. Furthermore, in the event of damage, the excess applicable at that time will be for the account of the Lessee. For use of the Leased Object in the Netherlands, the excess is minimal € 2.500,= (two thousand and five hundred euros) per event and for use outside the Netherlands the excess is minimal € 3.750,= (three thousand seven hundred and fifty euros) per event.
- 12.2 Under the General Liability Insurance of the Lessor, damage as a result of intent, (serious) fault or (gross) negligence is excluded.
- 12.3 The General Liability Insurance arranged by the Lessor, as referred to in the previous paragraph, does not apply if the Lessee uses the Leased Object outside of the rental period or after the Lessee has temporarily terminated the rental period for the Leased Object (or the use thereof). The insurance furthermore does not apply if the Lessee subleases or lends out the Leased Object, or puts it at the disposal of a third party in any other manner, except if Lessor has given prior written permission in this respect.

Motor Insurance Liability Act

- 12.4 If and insofar as applicable, the Lessor, as standard, (subject to the customary conditions of the sector), has taken out a motor liability insurance for the Leased Object. Except for an excess owed under this insurance in the event of damage, the Lessor will not charge any costs, or additional costs to the Lessee for this. On request, the Lessor will provide an overview showing the amount of the applicable excess.

Liability insurance

- 12.5 The Lessee must take out and maintain a liability insurance for the term of the Agreement, with a cover of at least €2.500.000,= (two million five hundred thousand Euros) for each event concerning property damage and at least €5.600.000,= (five million six hundred thousand Euros) concerning personal injury caused by any acts or omissions on the part of the Lessee.

Load to be hoisted and/or lifted

- 12.6 The Lessee is aware that the load to be hoisted and/or lifted will never be insured by Lessor and that Lessor is never liable for any damage to the load to be hoisted and/or lifted on any grounds whatsoever. The Lessee is always responsible for taking out insurance for the load to be hoisted and/or lifted.
- 12.7 The Lessee is aware that Lessor does not take-out insurance for any property damage and personal injury, nor for the resulting consequential damage and/or loss suffered by the driver of the rented Leased Object, regardless of the cause

- thereof. The Lessee is responsible for taking out such insurance.
- 12.8 If the aforementioned insurances do not provide cover, or if an insurer does not pay out and/or compensate (part of) the damage, because there allegedly is a question of improper and/or incompetent use of the Leased Object, intent, (serious) fault, negligence, or willful recklessness on the part of the Lessee, the Lessee is liable for the entire damage and/or loss and is obliged to compensate this damage and/or loss.
- 12.9 The Lessee is responsible for assessing whether the Leased Object can be used safely and free from damage at the site where the Lessee performs its activities. The Lessee is furthermore responsible for correctly parking the (motorized) Leased Object, as well as bringing the (motorized) Leased Object to standstill in a correct manner before, during and after the work, considering the local and other traffic rules. Inevitable damage, such as damage to paving, pavements, lawns, roofs, external walls etc. is excluded from insurance cover and must therefore be compensated by the Lessee.

Article 13. Joint and several liability

- 13.1 If the Lessee consists of more than one legal entity or natural person at any time during the Lease, each of those legal entities and/or natural persons will be jointly and severally liable towards the Lessor for the obligations arising from the Lease.

Article 14. Transfer of ownership and rights and obligations

- 14.1 The Lessee has the right to transfer rights and obligations under the Lease only with prior written consent of the Lessor to or have them taken over by a third party. The Lessor can grant the permission subject to conditions.
- 14.2 The Lessor has the right to transfer ownership of the Leased Object as well as the rights and obligations under the Lease concluded with the Lessee to a third party and to pledge the Lease Object and any claim of the Lessor on the Lessee to a third party, as security for payment of all the third party has or may have to claim from the Lessor. The Lessee explicitly agrees in advance that the rights and obligations under the Lease and these General Conditions as well as the ownership of the Leased Object will be transferred to a third party and/or pledged.
- 14.3 The Lessee will hand over the Leased Object at the third party its first request, if the third party demands delivery on the grounds of non-compliance with the Lessor's obligations towards the third party. The Lessee cannot invoke any right of suspension or retention. As a result of this claim, the present Lease will be dissolved automatically with immediate effect. The Lessee is not permitted to use the Leased Object any longer.
- 14.4 If the third party wishes to continue the use of the Leased Object by the Lessee, the Lessee is obliged to conclude an agreement with the third party at the first request of the third party for the remainder of or a longer term of the Lease and under at least the same conditions.
- 14.5 The applicability of articles 7: 226 and 7: 227 Dutch Civil Code is excluded by the parties to the Lease.
- 14.6 The Lessor has the right at all times to have the lease (partly) performed by third parties, or to obtain the Leased Object from third parties. If these third parties were to be held liable with regard to the rights and obligations of the Lease, this stipulates that these third parties can invoke all provisions included in these terms and conditions, including specifically the provisions relating to the exclusion or limitation of liability.
- 14.7 The third-party clauses included in this article cannot be revoked by the parties.

Article 15. Force majeure

- 15.1 If it is established during the performance of the Lease that it cannot be performed as a result of circumstances unknown to the Lessor or as a result of an event of force majeure, the Lessor will have the right to demand that the Lease is amended in such a way that performance is possible, unless performance will in no event be possible due to the event of force majeure. If the Lessor is prevented by an event of force majeure from performing the lease, the Lessor will have the right to suspend the performance of the Lease and consequently cannot be held to any delivery term. The Lessee cannot exercise any right to reimbursement of loss, costs, or interest on that ground.
- 15.2 Events of force majeure on the part of the Lessor are circumstances of a factual, legal, or other nature that, whether or not foreseeable, through no fault of its own, prevent the timely performance of the Lease or render it extremely onerous. Such circumstances include strikes, puncture and / or punctuality actions and lockouts, COVID-19 or other pandemics, disruption of the internet, computer network (s) or telecommunication facilities, business shutdowns, production interruptions due to machine breakdown, disruptions in the supply of energy. and water or fire, etc., import, export and production bans and other government measures, transport barriers, failure of Lessors and auxiliary persons, all this insofar as the lessor cannot be blamed with regard to those circumstances. Also counted as force majeure will be war, danger of war, mobilization, riots, state of siege, fire, accident, extreme weather situations or illness of personnel and business disruption.

Article 16. Governing law and competent court

- 16.1 This Lease is governed exclusively by Dutch law. Any and all disputes that may arise regarding or in connection with the Lease, including disputes regarding the existence and validity of the Lease, will be settled by the competent court in the district of Amsterdam, the Netherlands.