

TERMS & CONDITIONS TTBU-tickingthebox

1. DEFINITIONS

- a. Terms and Conditions: these general business conditions of TTBU-tickingthebox.
- b. Contract: the contract entered into by and between a party and TTBU-tickingthebox
- c. Customer: any person -a natural person or a legal entity- making an offer to TTBU-tickingthebox, or the other party tot the contract with TTBU-tickingthebox.
- d. Contractor: TTBU-tickingthebox, part of the private limited liability company: Equipped4U B.V.
- e. Goods: all materials, objects, tools, vehicles and containers the contractor uses, rents out, sells or otherwise makes available in the performance of his activities, all in the broadest sense end however named or specified which have been brought under the customers control by or on behalf of the contractor.

2. TOTSTANDKOMING OVEREENKOMST

- 2.1 These Terms & Conditions govern all offers and quotations made, business accepted and contracts concluded, except in so far as expressly amended by contract of in so far as their application is not possible in relation to the goods or the contract
- 2.2 In addition to these Terms & Conditions, the contractor's terms and conditions for rental services will apply.
- 2.3 These Terms & Conditions set out the legal relationship between the customer and the contractor and form an integral part of the offer, respectively the (future) contract.
- 2.4 Deviation of or additions to these conditions shall only be accepted if agreed by parties in writing
- 2.5 The contract will not be amended during its term unless the customer and the contractor have agreed on such amendment in writing.

3. QUOTATIONS AND CONTRACTS

- 3.1 All offers are non-binding and can be revoked until they are confirmed in accordance with the provisions of article 3.2.
- 3.2 Each accepted assignment, offers and / or order of the Customer provides a separate agreement between the Contractor and the Customer.
- 3.3. The Customer will not be entitled to assign his rights and obligations under any contract to a third party without the Contractor's express written permission.

4. PAYMENT

- 4.1 Unless expressly agreed otherwise in writing, all prices are exclusive of VAT and freight, packaging and insurance separately listed.
- 4.2 Unless agreed in writing on another term, payment of invoice is required within 7 days after billing date.
- 4.3 When the rental period is longer than one month, billing will be done in advance. The monthly rent must always be paid before the first of the month.

6. PRICE CHANGES

- 6.1 If the goods are rented out for a period of more than one year, an adjustment of the rent can take place every year on the basis of the change in the index according to the consumer price index (CPI)

7. DELIVERY

- 7.1 Transportation of the goods tot het location designated by the customer will be deemed to have been effected the moment the goods are delivered at such location.
- 7.2 Unless the parties have expressly agreed in writing on a date for delivery of the goods, the contractor is entitled to set such date unilaterally.
- 7.3 Additional costs arising from the fact that the destination or the place where the Goods are collected does not have access tot the public road or cannot or cannot adequately be reached by the relevant means of transportation will be fully payable by the customer

8. RENTING OUT GOODS

- In addition to the terms of the agreement relating to the renting out of goods, the following will apply:
- 8.1. The rented Goods will at all times remain the property of the Contractor. If any sticker, plate or other mark has been affixed to the goods indicating that the goods are the property of the Contractor, the customer is not allowed to remove such sticker, plate or other mark.

- 8.2 Upon taking receipt of the rented goods, the Customer will bear the risk of maintenance of the Goods and will be liable for any damage inflicted thereupon until the moment of return of the rented Goods to the contractor, save for fair wear and tear.
- 8.3 If the rented Goods are returned to the Contractor in a damaged state and condition, the Contractor will be entitled to claim compensation from the Customer, which compensation will at least equal the cost of repairs plus the loss of income from rent covering the period necessary to effectuate the repairs
- 8.4 Unless the Contractor has given its explicit written consent, the Customer will not be allowed to dispose of, to sub-rent or to allow third parties (also) to use, to pledge or otherwise to encumber the Goods. The Customer will also ensure that the Goods are not encumbered with attachments or any other rights of third parties or any other encumbrance by third parties.
- 8.5 The Customer will look after the Goods with all due care, secure the same effectively and only use them in accordance with their designated use, whilst observing the operation and procedure manuals

9. FORCE MAJEURE

- 9.1. For reason of circumstances beyond its reasonable control (force majeure) the Contractor is incapable of fulfilling its obligations vis-à-vis the Customer, the Contractor will suspend performance of such obligations for the duration of the instance of force majeure.
- 9.2 Force majeure will be understood to mean any circumstance beyond the control of the Contractor rendering the performance of the latter's obligations vis-à-vis the Customer partly or fully, temporarily or permanently impossible or as a result of which the Contractor cannot reasonably be required to perform its obligations, irrespective of the question whether such circumstance was foreseeable at the time of conclusion of the Contract. Such circumstances will in any event include strikes, mass staff sickness, insurrection, boycotts, blockades, sabotage, fire, stroke of lightning, machinery breakdown, business interruptions, impediments to and other interruptions of transportation, withdrawals of permits, irrespective of whether these occur at the Contractor's operations or at the operations of the relevant third parties or suppliers.

10 LIABILITY

- 10.1. The Contractor will only assume liability for any damage suffered by the Customer that arose as a result of a failure, without legal excuse, to perform the obligations under the Contract or from wrongful conduct, if and to the extent such liability is covered by its insurance policy, up to the amount paid by the insurance company

11. INDEMNIFICATION

- 11.1. De Opdrachtgever vrijwaart de Opdrachtnemer, voor zover de wet dit toelaat, ter zake van aansprakelijkheden jegens een of meer derden, welke zijn ontstaan uit en/of samenhangen met de uitvoering van de tussen de Opdrachtnemer en de Opdrachtgever gesloten Overeenkomst behoudens voor zover deze schade het gevolg is van een toerekenbare tekortkoming door Opdrachtnemer in de nakoming van zijn verplichtingen onder de Overeenkomst of uit onrechtmatige daad.

12. TERMINATION

- 12.1. Either party may give notice of termination of rental agreements in writing subject to a notice period of thirty (30) days before the end of the rental period, in the absence of which the rental agreement will be tacitly renewed for a period of the same duration

13. INSURANCE

- 13.1. The Contractor will take out insurance for the benefit of the Customer at the risk and at the expense of the Customer following written instructions by the Customer to do so, such instructions to describe in detail the risks to be insured. The Contractor will at all times be entitled to refuse to take out insurance for the benefit of the Customer

14. APPLICABLE LAW

- 14.1. The legal relationship between the Contractor and the Customer is governed by the law of the Netherlands.

15. DISPUTES

- 15.1 Any and all disputes, including injunctive relief proceedings, relating to and/or ensuing from these Terms of Business and/or agreements to which these Terms of Business apply will be submitted to the court of competent jurisdiction in the Netherlands or Australia or Hong Kong.
- 15.2 However, the Contractor will continue to be entitled to bring legal action before the court that would have jurisdiction under statute.