

A. GENERAL AND SALE

1. Definitions and applicable conditions

1.1. In these General Terms and Conditions (further: "Conditions") of Locker Company the following definitions apply:

- (a) Customer: the natural or legal person who receives offers from Locker Company or enters into agreements with Locker Company;
- b) Agreement: any agreement entered into between Locker Company and the Customer, such as purchase agreements and/or rental agreements and/or agreements of assignment and/or combinations of these agreements as well as all amendments and additions thereto and all legal acts for the execution of the Agreement;
- c) Direct Damage: property damage to goods sold, delivered and/or processed, rented, maintained, assembled, transported, installed, repaired or repaired by Locker Company, including parts and/or accessories thereof;
- (d) Indirect Damage: all damage that does not fall under the definition of Direct Damage, such as, but not limited to, consequential damage, losses suffered, loss of or to be lost income, higher production costs, loss of profit, personal injury, immaterial damage ("smart money"), missed savings, environmental damage, reduced goodwill, damage due to business stagnation, damage as a result of third-party claims against the Customer, damage as a result of mutilation, damage, destruction, loss or inaccessibility (or no longer accessibility) of goods and data, data or documents, interest as well as costs incurred to prevent, limit or assess damage and/or to obtain extrajudicial satisfaction;
- e) Consumer: the Customer, natural person, not acting in the exercise of a profession or business who receives an offer from Locker Company or enters into an Agreement with Locker Company.

1.2. Unless otherwise agreed in writing, these Terms apply to all offers from and Agreements with Locker Company, in particular to Agreements concluded between Locker Company and the Customer for the sale and delivery of (parts of) goods and/or rental agreements and/or agreements of assignment and/or combinations of these agreements.

1.3. The (email) address provided by the Customer before or at the conclusion of the Agreement, may be used by Locker Company as such for making statements and/or communications to the Customer, until the Customer has notified in writing his new (email) address.

2. Offer, conclusion, content and amendment of the Agreement

2.1. Unless the offer expressly states a period of validity, an offer by Locker Company is entirely non-binding and an Agreement is only established after a written confirmation by Locker Company (including a confirmation by e-mail), or if Locker Company executes an Agreement. If an offer is accepted by the Customer, Locker Company has the right to withdraw the offer within five working days of receipt of the acceptance.

2.2. The designs, images, logos, instructions, manuals, (working) drawings, measurements, technical specifications as well as other documentation provided with an offer by Locker Company are informative and only give a general representation.

2.3. If the Customer places a purchase or rental order or places an order with Locker Company orally or by telephone, e-mail or fax, the content of the Agreement is fully evidenced by means of the order confirmation provided by Locker Company to the Customer on the basis of this order/assignment, unless the Customer expresses his objections to this order confirmation in writing immediately after receipt of the order confirmation.

2.4. All orders, orders or assignments taken by representatives, intermediaries or employees shall not bind Locker Company until they have been confirmed in writing/by e-mail by Locker Company.

2.5. Deviations in length, width, thickness, surface or colour within the tolerances customary in the industry are expressly reserved by Locker Company.

2.6. Deviations or additions to the Conditions or an Agreement require the express prior written consent of Locker Company.

3. Prices

3.1. All prices quoted by Locker Company are exclusive of VAT and exclusive of any other obligations/levies (such as disposal contributions and environmental levies) and taxes. All prices quoted by Locker Company in relation to a Consumer are inclusive of VAT.

3.2. If the cost price factors of the ordered goods, including the costs of raw materials, (auxiliary) materials, resources, parts, exchange rates, wages, taxes, duties, charges and fuel, undergo an increase between the time of the conclusion of the Agreement and the date of delivery, Locker Company is entitled to increase its prices accordingly. This provision does not apply to the Consumer if the increase takes place within three months of the conclusion of the Agreement.

4. Payments

4.1. Payment of invoices of Locker Company should take place within fourteen (14) days of the invoice date, unless otherwise agreed in writing/by e-mail. The payment - unless otherwise indicated by Locker Company on the invoice - shall be made in the Netherlands, to a bank account held by Locker Company at a bank established in the Netherlands.

4.2. The Customer may not invoke set-off or suspension vis-à-vis Locker Company. This provision does not apply to the Consumer if the Consumer fulfils the requirements for set-off or suspension in the law.

4.3. After expiry of the period mentioned in paragraph 1, the invoice amount is immediately due and payable. The Customer is legally in default from that moment, without notice of default being required.

4.4. After the expiry of the period mentioned in paragraph 1, Locker Company is entitled to charge statutory commercial interest pursuant to Section 6:119a of the Dutch Civil Code on the unpaid amount from the day the Customer is in default until the day of full payment. Consumers shall owe statutory interest pursuant to Article 6:119 of the Dutch Civil Code from the day of default.

4.5. Payments made by the Customer shall always serve to pay all costs due, then interest and then due and payable invoices which have been outstanding the longest, even if the Customer states that the payment relates to a later invoice.

4.6. If the Customer is in default with the timely fulfilment of his payment obligations, as described in paragraph 1, the Customer is obliged to bear and pay in full all extrajudicial costs incurred by Locker Company (in accordance with the Extrajudicial Collection Costs Compensation Decree), litigation costs and costs for legal assistance. These costs also include other and/or higher costs than the procedural costs to be increased pursuant to the law as well as any costs of a bankruptcy petition.

4.7. Without prejudice to the provisions of Article 4.3, the Customer shall be in default by operation of law in the event of the Customer's bankruptcy, (application for) suspension of payments, cessation or liquidation of the Customer's business, (application for) admission to a statutory debt rescheduling arrangement or placement of the Customer under guardianship, without notice of default being required. The previous sentence applies accordingly if the Customer does not, not properly or not timely meet its obligations under the Agreements entered into with Locker Company.

4.8. In the cases referred to in the previous paragraph, Locker Company also has the right, without judicial intervention, to either suspend the execution of the Agreement or to rescind the Agreement in whole or in part by means of a written statement, without prejudice to Locker Company's right to claim full compensation.

4.9. If Locker Company has a claim against a third party affiliated to the Customer (e.g. a parent, sister or subsidiary company) and this company goes into moratorium or bankruptcy, the Customer hereby agrees that Locker Company may set off this claim against any claim the Customer may have against Locker Company, even if the claim of Locker Company is not yet due and payable at that time.

5. Delivery times, delivery by instalments

5.1. The delivery times specified by Locker Company, including delivery dates, are an indication and shall never be regarded as a deadline, unless expressly agreed otherwise.

5.2. Barring intent or deliberate recklessness on the part of the management or executive employees of Locker Company, if the delivery time is exceeded by up to fourteen days, the Customer may not, even after notice of default, claim compensation and/or rescind the Agreement. If the delivery time is exceeded by more than fourteen days, the Customer must give Locker Company written notice of default. In this notice of default, the Customer shall give Locker Company a reasonable period for compliance.

5.3. If the delivery time is exceeded, the Consumer must give Locker Company written notice of default and a reasonable period for compliance. Paragraph 2 does not otherwise apply to the Consumer.

5.4. The delivery time begins on the day on which a written confirmation/confirmation by email of the creation of the Agreement is received by the Customer from Locker Company, but not before the Customer has complied with any particulars relating to the execution of the Agreement which must first be established by the Customer.

5.5. Locker Company is authorised to perform in parts. Orders or parts thereof, which cannot be delivered immediately, will be noted for subsequent delivery; the Customer will be notified in writing/by e-mail by Locker Company.

6. Delivery and acceptance, transfer of risk and returns

6.1. Locker Company delivers, unless otherwise agreed in writing, ex works, in accordance with Incoterms (latest version), whereby from the moment the goods leave the Locker Company warehouse, the risk of the goods to be delivered passes to the Customer, unless mandatory provisions stipulate otherwise.

6.2. Locker Company may charge shipping costs for the shipment of the goods to be delivered.

6.3. Subject to the provisions of Article 9 (Examination and complaint obligation), the Customer is obliged to take delivery. If the Customer refuses to take delivery of the goods, the costs of returning, storing or other necessary costs for preservation or conservation shall be borne by the Customer. The aforementioned costs as well as the full purchase price and/or costs of maintenance, repair, installation, (dis)assembly and/or processing are immediately due and payable, without prejudice to the right of Locker Company to cancel the Agreement in whole or in part and/or to claim damages.

6.4. Return shipments after acceptance are only allowed if Locker Company has given the Customer its express consent in writing/by e-mail prior to the return. Return shipments are at the expense and risk of the customer.

6.5. Goods made available by the Customer to Locker Company for the purpose of maintenance, repair, repair, (de-)assembly and/or processing work, shall, during the period these goods remain with Locker Company, be entirely at the risk of the Customer. The Customer is responsible for adequately insuring the goods against theft, loss, fire and damage.

7. Retention of title

7.1. The goods delivered by Locker Company remain the property of Locker Company until the Customer has complied with all the following obligations under all agreements entered into with Locker Company:

- (a) the consideration(s) in respect of goods delivered or to be delivered;
- b) the consideration(s) in respect of work performed or to be performed by Locker Company under the Agreement (such as repairs);
- c) any claims for non-performance by the Customer of any Agreement(s) entered into with Locker Company.

7.2. Goods delivered by Locker Company which are subject to retention of title pursuant to paragraph 1 may only be resold in the normal course of business. The Customer is not authorised to pledge the delivered goods or to establish any other right of use or security on them. This ban on pledging is explicitly intended to have the effect of property law as referred to in Article 3:83 paragraph 2 of the Dutch Civil Code.

7.3. If the Customer fails to fulfil his obligations or if there is a well-founded fear that he will not fulfil his obligations, Locker Company is entitled to remove or have removed the delivered goods (on which the retention of title referred to in paragraph 1 rests) from the premises of the Customer or from the premises of third parties holding these goods for the Customer. The Customer is obliged to give all co-operation in this matter under penalty of an immediately payable fine of 10% per day of all sums due to Locker Company.

7.4. If third parties wish to establish or enforce (e.g. by attachment) any right to the goods delivered under retention of title, the Customer is obliged to immediately notify Locker Company in writing/by e-mail.

7.5. The Customer undertakes to:

- a) insure the goods delivered under retention of title and keep them insured against breakage, damage, fire and water damage and against theft and make the policy of this insurance available to Locker Company for inspection;
- b) to pledge all claims of the Customer against insurers with respect to the goods delivered under retention of title to Locker Company at the first request of Locker Company as referred to in Article 3:239 of the Dutch Civil Code;
- c) to pledge to Locker Company, at Locker Company's first request, the claims which the Customer acquires against his customers on the resale of goods delivered under retention of title by Locker Company as referred to in article 3:239 of the Dutch Civil Code;

7.6. If the agreement relates to goods to be delivered by Locker Company to a Customer located in Germany, the following provisions also apply - with corresponding application of the provisions in paragraphs 1 to 5 of this article:

- (a) the property law consequences of the retention of title shall be governed by German law;

- b) the goods delivered by Locker Company shall - in addition to the cases mentioned in paragraph 1 of this article - also remain the property of Locker Company until the Customer has paid all existing and future claims - on whatever grounds - in full to Locker Company, plus interest and costs;
- c) in case of treatment or processing/assembly of the goods delivered by Locker Company, the Customer does not become the owner of the new item, but such treatment or processing/assembly is deemed to take place for Locker Company, without any obligations for Locker Company arising therefrom
- d) if the items delivered by Locker Company become part of another item, or in case of mixing of the items delivered by Locker Company with other goods, Locker Company becomes co-owner of the new item in the ratio of the invoice value of the items delivered by Locker Company to the invoice value of the other items. In case property rights of Locker Company would lapse as a result of copying or mixing, the Customer hereby transfers its (share in the) ownership of the newly created item to Locker Company.

8. Warranty provisions

- 8.1. Subject to any applicable mandatory statutory provisions, Locker Company grants - if and insofar as these warranty provisions are met - a warranty on sold and delivered goods for material and/or construction faults equal to the warranty (conditions) of the manufacturer or importer of these goods. On work performed by Locker Company, such as maintenance, repair, assembly, disassembly and/or processing work, the warranty period is 12 months.
- 8.2. The guarantee referred to in the previous paragraph is limited to the replacement of the item free of charge or the repair of the item or part free of charge, at the discretion of Locker Company. Items or parts that are replaced will be replaced by or repaired with identical or similar new items/parts.
- 8.3. The warranty includes the labour hours of (employees of) Locker Company as well as the costs of packaging and shipping by Locker Company to the Customer.
- 8.4. The Customer is not permitted - under penalty of lapse of any claim - to carry out or have carried out any repair, maintenance, repair, (de)assembly and/or processing work on goods delivered by Locker Company.
- 8.5. The warranty does not apply to:
- a) normal wear and tear;
 - b) wear and tear due to weather conditions or influences;
 - c) goods sold by Locker Company as second-hand or used;
 - d) consumables;
 - e) minor deviations which are not important for the functionality of the item;
 - f) deviations in length, width, thickness, surface or colouring within the tolerances customary in the industry;
 - g) defects resulting from improper or injudicious use;
 - h) defects resulting from neglect or lack of or improper maintenance;
 - i) defects resulting from repair, maintenance, repair, (de)assembly and/or processing work carried out by the Customer himself or by third parties;
 - j) use and/or (de)assembly contrary to the user manual/documentation/instructions;
- 8.6. Warranty cases shall not lead to a renewal and/or extension of the original warranty period.
- 8.7. Unless otherwise agreed in writing, defective goods shall be presented for repair, accompanied by a letter stating the complaint(s), name of the contact person, his/her telephone number, his/her correspondence address and all necessary accessories for the repair. If the goods are returned within the guarantee period, a copy of the guarantee certificate, a copy of the invoice and/or the waybill/packing note should also be enclosed.
- 8.8. In carrying out the work, Locker Company assumes the complaints as described in the accompanying letter from the Customer. In any event, Locker Company cannot be held to more than this description.

9. Duty of investigation and complaint

- 9.1. After arrival at the destination, the Customer is obliged to carefully examine the goods (or have them examined). Any complaints about differences in quantity between the delivered goods and the description given on the confirmation of receipt/shipment note/packing slip or invoice, as well as about externally visible defects and deviations in length, width, thickness, surface or colour outside the tolerances customary in the industry, must be made known immediately upon receipt to Locker Company or, as the case may be, the carrier, under penalty of forfeiture of rights. Any complaints about not immediately visible defects must be made by the Customer (and by the Consumer within a reasonable time within the meaning of article 7:23 paragraph 1 of the Dutch Civil Code) in writing/by e-mail to Locker Company within eight days of arrival at the destination, on pain of forfeiture of rights and without prejudice to the provisions of article 8 of the Terms and Conditions.

9.2. The Customer shall grant Locker Company all cooperation necessary to verify the merits of the complaint (or have it verified). This includes giving Locker Company the opportunity to check the goods and/or the use of the goods on site.

9.3. Complaints do not give the Customer the right to suspend (part of) the payment; settlement by the Customer with a possible counterclaim is also expressly excluded. This provision does not apply to Consumers if and insofar as the Consumer meets the legal requirements for invoking suspension or set-off.

9.4. Complaints will not be considered if it appears that the Customer and/or third parties have made changes to the delivered items or that these have been repaired themselves or by third parties.

10. Liability for Direct and Indirect Damages

10.1. For all Direct Damages of the Customer, as defined in article 1 paragraph 1, caused by an attributable failure of Locker Company in the fulfilment of the Agreement, the liability of Locker Company, except in case of wilful intent or deliberate recklessness of the management or managerial subordinates or liability pursuant to mandatory legal provisions, is limited to a maximum of the agreed price of the goods sold and rented by Locker Company (excluding VAT). If the Agreement with the Customer is primarily a continuing performance agreement, the price stipulated for the agreement, as referred to in the previous sentence, is capped at the total of the fees (excluding VAT) stipulated for one month.

10.2. For all Indirect Damage, as described in article 1 paragraph 1, Locker Company is not liable, except in the event of intent or deliberate recklessness of the management or managerial subordinates or liability under mandatory provisions.

10.3. If the court should rule that Locker Company is not entitled to invoke the limitation and exclusion of liability as set out in paragraphs 1 and 2 of this article, the total liability of Locker Company for Direct and Indirect Damage shall be limited to a maximum of the amount paid out under the liability insurance policy of Locker Company for the incident in question (increased by the excess) and, in the absence of liability insurance or in the absence of coverage under the liability insurance policy, in any event to a maximum amount of € 25,000.

10.4. Unless performance by Locker Company is permanently impossible, the liability of Locker Company for attributable failure in the performance of an agreement shall in all cases only arise if the Customer gives Locker Company immediate and proper notice of default in writing/by e-mail, whereby a reasonable period is given to rectify the failure, and Locker Company continues to fail imputably in the performance of its obligations even after that period. The notice of default must contain as full and detailed a description as possible of the failure, to enable Locker Company to respond adequately and to investigate the failure or have it investigated.

10.5. A condition for the creation of any right to compensation is always that the Customer reports the default to Locker Company in writing/by e-mail within 5 (five) working days.

10.6. Any claim for damages against Locker Company lapses by the mere expiry of 24 (twenty-four) months after the claim arose, unless the Customer has filed a legal claim for compensation of the damage before the expiry of that period.

10.7. The provisions of this article as well as all other limitations and exclusions of liability mentioned in these Conditions also apply in favour of all (legal) persons which Locker Company engages in the execution of the Agreement.

10.8. The exclusions and limitations of liability of Locker Company included in this article are without prejudice to the other exclusions and limitations of liability in these Terms and Conditions.

10.9. The Customer indemnifies Locker Company against all third-party claims for product liability resulting from a defect in a product. This obligation to indemnify does not apply to the Consumer.

11. Force majeure

11.1. A shortcoming in the fulfilment of the Agreement by Locker Company, including any guarantee obligation agreed between the parties, cannot be attributed to Locker Company if the causes of this shortcoming are not the fault of Locker Company or beyond the control of Locker Company. Causes as referred to in the previous sentence include war, threat of war, civil war, terrorism, epidemics, (viral and/or disease) pandemics, riots, acts of war, fire, lightning strike, water damage, flooding, strikes, sit-down strikes, work stoppages, lockouts, import and import restrictions, government measures, machine or computer defects computer viruses, inaccessibility or damage of data or files (external or otherwise), disruptions in the supply of gas, water and electricity, disruptions in computer networks, data networks, telecommunication facilities or the Internet, transport and traffic problems, exceptional or extreme weather conditions as well as stagnation c. q. interruption of deliveries by suppliers from whom Locker Company has to obtain materials, parts, ingredients and/or raw materials for the execution of the Agreement.

11.2. In case of a non-attributable failure in the fulfilment of the Agreement by the Customer, Locker Company is entitled to rescind the Agreement in whole or in part.

12. Modification of terms and conditions

12.1. These Conditions may be amended by a single communication from Locker Company to the Customer. In the absence of protest within thirty days after notification, the amended Terms and Conditions shall apply from the day of notification to all new Agreements to the extent they are executed after the day of notification.

12.2. If any provision of these Conditions is null and void or is voided, such provision shall be replaced (to the extent possible by operation of law) by a provision which corresponds as closely as possible to the purport of the void or voided provision. If necessary, the parties are bound to hold reasonable consultations with each other about the text of this new provision. The other provisions of the Conditions shall remain fully valid, unless mandatory rules of law dictate otherwise.

13. Limitation period

Unless stipulated otherwise in these Conditions and unless mandatory rules of law dictate otherwise, the Customer's rights of action lapse at the latest one year after they arise.

14. Agreements with Consumers

If the Customer is a Consumer, the provisions of these Terms and Conditions do not apply insofar as they fall within the scope of section 6:236 of the Dutch Civil Code.

15. Applicable law and disputes

15.1. All offers from and Agreements with Locker Company are governed by Dutch law. The application of the United Nations Convention on Contracts for the International Sale of Goods ("Vienna Sales Convention") is excluded.

15.2. With respect to disputes which may arise between Locker Company and the Customer, the competent court in the place of business of Locker Company shall have exclusive jurisdiction, unless rules of mandatory law dictate otherwise.

B. RENT

If Locker Company concludes a rental agreement (also) with the Customer, sub-part B shall apply in addition to the other articles in these Conditions. In the event of a conflict, the provisions of sub-part B shall apply.

16. The rental agreement

16.1 The rental agreement shall commence on the date and time agreed in the Agreement, and more specifically:

- (a) if it is agreed that the Customer will collect the rented items from Locker Company: the time at which the rented items are handed over by Locker Company to the Customer;
- b) if it is agreed that Locker Company takes care of the delivery of the rented items: the time at which the rented items are made available by Locker Company to the Customer at the agreed destination.

16.2. Unless expressly agreed otherwise, the agreed end date of the rental agreement is binding. Unless expressly agreed otherwise, the Customer must return the rented items to Locker Company at his own expense at the end of the rental agreement.

16.3. More specifically, the rental agreement ends:

- (a) if it is agreed that the Customer returns the rented items to Locker Company: at the time the rented items are handed over to Locker Company;
- b) if it is agreed that Locker Company will collect the rented items from the Customer: at the time the rented items are handed over to Locker Company.

During the period between the agreed end date and the date and time when the rented items have not yet been handed over by the Customer to Locker Company or collected by Locker Company from the Customer, the Customer is obliged for the duration of this period to pay Locker Company a user fee equal to the agreed rent.

16.4. From the start of the rental agreement (Article 16.1) until the termination of the rental agreement (Article 16.2), the Customer bears the full risk of theft, embezzlement, loss or damage to the rented items.

16.5. All costs of use (including electricity and consumables such as, for example, batteries) as well as costs for taxes, levies and permits shall be borne by the Customer, as well as any damages or fines arising or imposed as a result of non-compliance with statutory and other government regulations.

17. Obligations of the Customer

17.1. The Customer shall use the rented items as a good tenant in accordance with their nature and purpose. Lettering/stickers applied by Locker Company to leased items may not be removed, damaged or made invisible by the Customer. The Customer is obliged to grant Locker Company access to the rented items at all times upon first request.

17.2. The Customer declares to have received the rented items in a well-maintained and clean condition.

17.3. The Customer shall perform the necessary daily maintenance during the term of the rental agreement and bear the costs of such daily maintenance. In accordance with the nature and purpose of the leased items, the Customer shall only operate the leased items himself, treat them with due care and ensure that end users also treat the leased items with due care. Furthermore, the Customer is prohibited from establishing any other right of use or security over the leased items.

17.4. The customer is forbidden to transfer the leased items or rights or obligations under the lease agreement to third parties without the prior written/e-mail consent of Locker Company or to bring them into a partnership or legal entity.

17.5. The Customer shall carefully observe the manuals, user and safety instructions of the leased items as well as all instructions of Locker Company. The Customer warrants that all persons using the rented equipment have the necessary permits, exemptions, approvals, diplomas and/or certificates.

17.6. If repairs are necessary as a result of improper handling, repairs by third parties, the use of accessories or any other cause, at the discretion of Locker Company, the costs thereof will be charged separately and additionally to the Customer. It is forbidden for the Customer to make any changes to the rented items or to carry out (or have carried out) repairs to the rented items without the prior written consent/email from Locker Company. Anything assembled or fitted to the leased items by or on behalf of the Customer shall thereby become the property of Locker Company.

17.7. The Customer is liable for all Direct Damage caused to or arising from the rented object during the term of the rental agreement or the period that he has the rented object in his possession. The Customer is obliged to immediately report any damage or defect to the rented item in writing/by e-mail to Locker Company. If the defect or damage to the rented item occurred through no fault or risk of the Customer, the Customer shall be entitled to replacement thereof during the remainder of the agreement, provided it is in stock and available for rental.

17.8. The Customer shall return the rented items on the agreed date and time to Locker Company in the same condition as he received the rented items at the start of the rental agreement. The Customer is liable for all necessary costs for cleaning as well as for damages resulting from the total or partial destruction or loss of the rented items during the rental period as a result of theft, embezzlement, fire, or any other cause whatsoever. The Customer remains liable for the rented items until Locker Company actually regains possession of the rented items.

17.9. If the Customer is unable - for whatever reason - to make the rented items available to Locker Company at the end of the rental period, the Customer shall pay to Locker Company compensation to be determined by Locker Company in the amount of the replacement value of the rented items. Replacement value means the new-for-old price on the damage date.

17.10. The Customer is obliged, before taking delivery of the leased item, to pay Locker Company a deposit to be determined by Locker Company. Locker Company reserves the right to set off expired rental instalments against the deposit, as well as the costs of cleaning and/or costs of necessary repairs and/or any damage. Locker Company is obliged to refund this deposit to the Customer on termination of the rental agreement in a manner to be determined by Locker Company, if the Customer has fulfilled all his obligations towards Locker Company at that time.

17.11. If the Customer fails to pay the rent on time, if he fails to strictly comply with one or more provisions of this agreement, if his movable or immovable property, or a part thereof, or the leased property or a part thereof, is seized, if the Customer applies for a moratorium, if the Customer becomes bankrupt or is admitted to any statutory debt rescheduling arrangement, if the Customer dies or is placed under guardianship or administration, or leaves the Netherlands with permanent residence, Locker Company has the right, at its discretion, either to demand immediate payment of the rent due with costs, or to terminate the rental agreement immediately and to take possession of the rented goods without prejudice to Locker Company's right to claim full compensation for damages.

17.12. Upon termination of the rental agreement for whatever reason, the Client will return the rented items to Locker Company in the same condition in which they were received, undamaged and cleaned. Locker Company will inspect the rented goods immediately after the return, if desired in the presence of the Customer and, after the inspection, will inform the Customer in writing/by e-mail of defects and damage. Locker Company is entitled to repair and clean the returned goods itself if Locker

Company deems this necessary. All costs related to the above will be borne by the Customer and will be invoiced separately and may be set off against any security deposit paid by the Customer.

18. Cancellation Policy

18.1. Unless expressly agreed otherwise, the Customer is authorized to cancel the rental agreement by means of a written notification to that effect to Locker Company. In the event of cancellation by the Customer, the Customer shall immediately and immediately due and payable owe Locker Company an amount equal to:

- 25% of the agreed (rental) fee in case of cancellation more than 30 days before the delivery date;
- 50% of the agreed (rental) fee in the event of cancellation in the period of 30 days to 14 days before the delivery date;
- 75% of the agreed (rental) fee in the event of cancellation in the period of 14 days to 7 days before the delivery date;
- 100% of the agreed (rental) fee in case of cancellation less than 7 days before the delivery date.

18.2. If there is an exploitation agreement in which no exact (rental) fee or order value has been determined in advance, the cancellation fee to be paid by the Customer, as in Article 18.1, will be calculated on the basis of the pre-agreed payment percentage on the 90% share of the lockers to be delivered (the rental potential). Example:

- The parties agree on a payment percentage of 10%;
- The lockers are rented for a rental fee of € 5.00;
- Locker Company would provide 100 lockers;
- The rental potential is then $0.9 * 100 = 90$ lockers.

The cancellation fee to be paid by the Customer in this case is: $90 * (\text{€ } 5.00 * 10\%) = \text{€ } 45.00$

CONTACT DETAILS:

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