

MACHINE BREAKDOWN AGREEMENT • DE RYCKE_{bv}

General Conditions (V6. 09-12-2022)

1. Cost of the machine breakdown agreement

For our machine breakdown agreement, a supplement is charged on the total net rental amount excluding VAT, in accordance with the rates included in the rental contract.

2. Items that never fall under the machine breakdown agreement

Accessories, such as (but not limited to) buckets without teeth, with teeth, openwork and tipping buckets, rock breakers, rotating and tipping elements, all kinds of augers (earth augers, etc.), pallet forks, concrete and iron chisels (rotary), crushers, rail cutters, pile breakers, magnets, battery chargers, compaction plates, pile covers, boom extensions, overpressure filter boxes, spark arresters, ripping teeth, coupling parts, compaction wheels, machine-, laser-, GPS-, Total Station guidance and antennas, sonic sensors, slope lasers (double), all kinds of grippers (industrial, grabs, tree grapples, sorting, foundation, etc.), all kinds of forks (manure, pallet, fork extensions, etc.), sweepers, all kinds of pneumatics, all types of buckets (earth, sand, tipping buckets, etc.) cables, cable extensions, diesel pumps, distribution cabinets, site cabinets, chisels, blowtorches, air hoses, greasers, remote controls, jibs, winches (lifting), lifting elements, stabilizing plates, electric basket cradles, anti-crushing protections, etc. other clamps (clinker, silicon blocks, edge clamps, etc.), blades, sharpening stones, saw blades, shapes, letters, and similar elements.

3. Who can benefit from the machine breakdown agreement?

Tenants, their employees and agents. Any form of subletting, loan or provision to third parties or subcontractors is excluded from execution, except with the express prior written consent of the lessor.

4. Where the machine breakdown convention applies

Belgium.

5. Guarantees and conditions of the machine breakdown agreement

Unforeseen and sudden material damage caused to the rented objects while they are in operation or stopped and attributable to one of the following causes:

- fall, shock, collision, penetration of a foreign substance, except dirty or incorrect fuel;
- wind, storm, frost, ice drift;
- influence of electric current due to overvoltage or voltage drop, too high current, short circuit, arcing, influence of atmospheric electricity and any damage resulting from fire on the rented goods;
- vibration, misalignment, loosening of parts, abnormal tension, material fatigue, runaway or excessive speed, centrifugal force;
- failure of an attached machine, safety or control device;
- heating, seizure due to friction;
- theft or attempted theft and/or vandalism of the rented items provided that the tenant has taken all basic protective measures available on the rented goods (lock, chain, padlock, wheel clamps or any other means of protection and monitoring of the equipment). The tenant guarantees that the rented goods are stored securely in a locked room, where the keys are not left in the ignition. The tenant undertakes to inform the owner within 12 hours of the theft and/or vandalism or after its discovery and also to file a complaint with the competent local authority, specifying the circumstances of which he is aware, indicating the name of the owner-lessor

(DE RYCKE bv) and the specification of the vehicle data (make/type, chassis number and possibly license plate number, if applicable). The tenant proves the theft and/or vandalism using concrete evidence such as, for example, presentation of the original keys received from the landlord, traces of break-in or burglary, intrusion. The landlord must be provided by the tenant with a copy of the complaint document filed with the local authority, as well as photos of the damage resulting from attempted theft and/or vandalism and photos of the damage due to break-in/ burglary/intrusion or any other appropriate document.

- fire;
- explosions, except those resulting from the use of explosives or occurring in an explosives factory or warehouse or an explosives charge;
- direct impact of lightning on the rented goods or on the buildings containing the rented items;
- contact with aircraft and spacecraft or parts thereof, with objects falling on or from within them, and with other property thrown or knocked over in the process;
- water flow, flooding, collapse, subsidence or displacement of soil, mounds of waste or slag or spoil, erosion/calving or avalanche, falling rocks or boulders, flooding, washout of watercourses or groundwater, inadequate drainage of water by sewers, earthquakes and generally all natural disasters;
- the total or partial collapse of structures, provided that the use of the rented machine has nothing to do with the collapse caused.

6. Any damage is excluded from the machine breakdown agreement

which is directly or indirectly linked to one of the following cases:

- war or similar acts and civil war;
- labor dispute and any act of collectively inspired violence (political, social, economic or ideological) whether or not accompanied by rebellion against the authorities, including insurrection, popular movement, acts of terrorism or sabotage as well as acts of vandalism or collectively inspired malice;
- any willful act by which property is damaged, destroyed or contaminated;
- requisition in any form whatsoever, total or partial occupation of the places where the rented objects are located by an army or police, or by regular or irregular combatants;
- any form of cyber risk;
- devices intended to explode by modifying the nuclear structure;
- devices intended to explode as a result of the use of explosives during demolition, demolition, mine clearance, etc.;
- any nuclear fuel, any radioactive product or radioactive waste or any source of ionizing radiation;
- gross negligence, fraud or malicious intent;
- wear and tear or any other gradual or persistent damage resulting from, among other things, the chemical, thermal or mechanical effects of any destructive factor;
- keep damaged property in service or put it back into service before final repair has been carried out or normal operation has been restored;

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- the use of biological or chemical agents, including - but not limited to - fertilizers, acids, salts or corrosives, paint stains, difficult to remove products such as concrete, silicone, all kinds of insulating materials and damage caused by sandblasting or working under pressure;
- careless and/or incompetent use or use for purposes other than those for which the rented property is intended;
- which is the result of experiments and trials;
- resulting directly or indirectly from the presence or spread of asbestos, asbestos fibres or products containing asbestos;
- damages resulting from lack, shortage or due to incorrect or contaminated lubricants or coolants, fuels and in general any liquid;
- such as peeling, scratches, dents, as well as any damage of a cosmetic nature;
- during the movement/transportation and loading or unloading of the rented goods;
- consisting of the destruction, mutilation, erasure, modification or unavailability of data, codes and/or programs, as well as the malfunction or breakdown of computer systems (hardware, software, embedded chips, etc.);
- which is caused by:
 - parts which, due to their nature, wear out more quickly and must be replaced frequently, for example: cables, chains, belts, gaskets, seals, flexible hoses, pneumatic and other rubber tires, conveyor belts, armored and wear plates, digging and grapple teeth, sieves, lamps, accumulators and batteries;
 - fuels, fluids, lubricants and coolants, resins, catalysts and, in general, all consumables;
 - flame-retardant lining and all parts made of glass or materials of similar use;
 - electronic components due to errors or defects in material, construction or assembly.

7. This machine breakdown agreement does not apply

- to the extent that the performance violates any United Nations and/or European Union law, sanction or regulation and/or any other national law or regulation relating to economic or trade sanctions;
- for indirect damages suffered by the tenant, such as closure, loss of use, loss of rent, loss of production or yield, damages due to delay or stoppage, loss of turnover and/or loss of earnings, etc.;
- for the cost of removing, clearing and/or repairing the rented items from the road or ground water;
- damage to computer programs, computer software and data resulting from a cyber attack (any intrusion, any malicious use of computer programs, computer software and/or data compromising their authenticity, integrity, confidentiality or availability, whether held or used by the lessor, the lessee or a third party (in any capacity whatsoever). A computer system means a system comprising computer equipment, computer software, computer data and computer programs. It is specified that industrial control systems are part of the computer system.

Computer data means any information presented in digital form for the purpose of computer storage and/or processing.

8. Franchise/own risks for the tenant

In the event of a claim, the tenant of the rented items also remains liable to pay DE RYCKE bv a deductible (= own risks) under the machine breakdown agreement. This deductible amounts to:

- In the event of a claim: EUR 2,500 per damaging event,
- In the event of theft or attempted theft: 20% of the catalog value of the rented item, at the time of the loss, excluding VAT.

9. Declaration of a claim

The tenant will inform the landlord in writing of any loss within 12 hours. The following email address must be used for this purpose: olivier@deryckeverhuur.be.

10. Termination of the machine breakdown agreement after a disaster

Both the lessee and the lessor may terminate this machine breakdown agreement within 30 days of the occurrence of a loss by registered letter. This termination takes effect 15 days after the sending of the registered letter.

11. General provisions

When the machine breakdown agreement is entered into, the provisions thereof, in the event of a contradiction, shall prevail over the provisions of the general rental and sales conditions of DE RYCKE bv, or on the order form and/or invoices of DE RYCKE bv. In the absence of a conflict, the general conditions, whether supplementary or not, shall remain in force.

The provisions of the machine breakdown agreement and the general rental conditions of DE RYCKE BV always apply in priority to any other contractual document issued by the tenant(s), regardless of the date of signature, and this in accordance with article 1 of the general rental conditions.