

GENERAL CONDITIONS RECHARGERS B.V.

Article 1. Definitions

1.1 Rechargers: the private limited liability company Rechargers, with seat and offices in Woudenberg on Voskuilerdijk 36, Chamber of Commerce number 70096619, VAT-number NL858139868B01.

1.2 Customer/client: the natural person or legal entity concluding an agreement Rechargers, or at least wishes to conclude such.

1.3 Parties: Rechargers and Customer.

Article 2. Applicability

2.1 These conditions are applicable to every offer of Rechargers and each agreement between Rechargers and customer, to the extent these conditions are not expressly derogated from by parties.

2.2 Terms and conditions of client are expressly rejected, unless these terms have been accepted by Rechargers in writing.

2.3 The underlying conditions are applicable as well to all agreements with Rechargers for the implementation of which third parties must be engaged.

Article 3. Offers

3.1 All offers, also including quotations, data in any such appendices as may have been attached, prices, and other conditions are non-committal, unless a different term for acceptance is mentioned in the offer. They are valid for 30 days, unless indicated otherwise.

3.2 The content of the website, folders, printed material etc. does not bind Rechargers, unless it is expressly referred to in the agreement.

3.3 The prices in the offers and quotations referred to are inclusive of VAT and other government-imposed levies, as well as such costs as may be incurred in the context of the agreement, unless indicated otherwise.

3.4 A combined price listing does not oblige Rechargers to carry out a part of the assignment against a corresponding part of the price listed.

3.5 Offers do not automatically apply to future agreements.

Article 4. Agreement

4.1 The agreement between Rechargers and Customer regards the leasing of one or more different accommodation during a certain period and in addition may regard the leasing and/or sale and delivery of matters belonging to the accommodation intended for use during this specified period.

4.2 The agreement between Rechargers and Customer is adopted at the moment of acceptance by the Customer of the offer and of compliance with the conditions thereby established.

4.3 In case of the electronic acceptance of the offer by the Customer, Rechargers confirms, via electronic channels, the receipt of the acceptance of the offer.

4.4 Rechargers takes appropriate technical measures to secure their website, the electronic transmission of data, and electronic payment traffic through their website.

Article 5. Contract duration and terms

5.1 The agreement between Rechargers and the Customer is adopted for the fixed term established in the agreement, which will become effective from a time stipulated in the agreement, unless parties expressly establish otherwise later on in writing.

5.2 A term submitted by Rechargers is indicative and informative and never counts as a strict time limit. Upon overrunning the sole term, client is not entitled to any damages.

5.3 Rechargers has the right at all times to deliver in batches.

Article 6. Prices

6.1 The prices listed by Rechargers are based on the circumstances that are effective at the time of the offer, such as prices of cost and/or purchase prices, exchange rates, shipping rates, wages, government charges, prices of materials and the likes.

6.2 If during the period of time between the date of the offer or agreement and the date of delivery one or more of the circumstances as mentioned in section 1 change, Rechargers has the right to increase the price.

6.3 All prices listed by or on behalf of Rechargers are exclusive of the sales tax due on them.

6.4 The costs of the packaging, the transport, and the delivery costs are included in the price. An exception applies in case of the islands Waddeneilanden, where an additional transport surcharge is applicable.

6.5 When calculating the prices of delivery, assembly, and disassembly, delivery and/or assembly on ground floor are assumed, within a radius of 25 meters from the unloading area and reachable by rolling materiel. Additional work (due to soft soil, stairs, elevators, etc.) will be billed retroactively, unless established otherwise in writing.

6.6 In cases in which a product of Rechargers is part of an offer, arrangement, collaboration with (or delivery through) third parties for which a total price is published, Rechargers is only liable for his part.

Article 7. Payment and security

7.1 Rechargers reserves itself the right before the implementation of the agreement to either require the lodging of security, or to set payment conditions that deviate in another sense, such as to demand the (advance) payment of the established fee.

7.2 In case of a client that is not a natural person, not acting from the exercise of a profession or business, in derogation to article 6:96 section 4 BW (Civil Code) it applies that all collections costs are borne by the client, whereby the latter owes an amount in extrajudicial collection costs of 15% of the amount still owed, with a minimum of € 350. If the actual costs are higher than the actual costs apply as extrajudicial costs owed. The simple deployment of a third party by user constitutes the sum being owed.

7.3 In case of the liquidation, bankruptcy, attachment, or suspension of payments of client, the claims of Rechargers on client become instantly exigible.

Article 8. Cancellation terms

8.1 Customer is authorised to cancel the rental agreement before the delivery date on condition he does so by way of registered mail and in addition he pays before or simultaneously with the cancellation an amount to Rechargers B.V. of:

- in case of cancellation before the 14th day (included) of delivery: 60% of the rental price;
- in case of cancellation from the 14th day (included) until the 7th day (excluded) before the day of delivery: 75% of the rental price;
- in case of cancellation from the 7th day (included) until the day of delivery: 90% of the rental price;
- in case of cancellation on the day of delivery or later: the entire rental price.
- later arrival and/or earlier departure than established is not considered a cancellation and does not confer the right to the refund of (a part of) the travel sum.

Article 9. Information obligation Customer

9.1 The Customer makes sure that all information for which Rechargers indicates that it is necessary or of which the Customer should reasonably understand that it is necessary for the implementation of the agreement is timely provided to Rechargers.

9.2 If the information required for the implementation of the agreement is not timely provided to Rechargers, then Rechargers has the right to suspend the implementation of the agreement and/or to bill the additional costs flowing from the delay to the Customer in accordance with the rates customary in such case.

9.3 The implementation term does not commence until after the Customer has provided the information to Rechargers that they need to be able to carry out the order.

9.4 If the Customer provides incorrect information, he is deemed as not having complied with the information obligation.

Article 10. Deposit

10.1 Rechargers has the right to bill a deposit to Customer. This deposit is due besides the price payable by the Customer. This deposit must be paid at the time of booking, simultaneously with the payment of the price, to Rechargers.

10.2 The amount of the deposit is determined by Rechargers and Rechargers will announce the amount of the deposit to the Customer as soon as possible.

10.3 If the rented matters and/or accommodation are delivered undamaged by the Customer and Rechargers has not had to incur any additional costs due to the actions of the Customer, the deposit will be refunded to the Customer. If the matters and/or accommodation or matters belonging to the accommodation are damaged, however, or Rechargers has had to incur costs due to the actions of the Customer, then Rechargers will set off these damages/costs against the deposit. If the deposit is not sufficient to cover the damages/costs, then Rechargers reserves itself the right to address the Customer for the uncovered damages/costs.

Article 11. Liability

11.1 If Rechargers were to be liable, then such liability is limited to what is arranged in this provision.

11.2 Rechargers is not liable for damage, of any nature whatsoever, that has arisen because Rechargers relied on incorrect and/or incomplete information provided by or on behalf of the Customer.

11.3 If Rechargers were to be liable for any damage, then the liability of Rechargers is limited to a maximum of twice the invoice value of the order, or rather that part of the order that the liability is in regard to.

11.4 The liability of Rechargers is always limited in any event to the amount of the disbursement of their insurer in such case as may occur.

11.5 Rechargers is exclusively liable for direct damage.

11.6 The limitations of liability stipulated in this article do not apply if the damage can be attributed to the wilful intent or gross fault of Rechargers or third parties deployed by them.

11.7 If barbecues are included in the rented and/or sold and delivered matters, the Customer must take care of an even, solid base. If the Customer fails to do so, Rechargers is not liable for any possible fire damage on the part of the Customer or third parties.

11.8 If the matters rented and/or sold and delivered to the Customer are not used by the Customer in accordance with normal use, then Rechargers is not liable for any possible damage that will arise due to such non-normal use on the part of the Customer or third parties.

11.9 Rechargers cannot be held accountable for water damage, fire damage, theft and/or vandalism.

11.10 The Customer must be adequately insured himself. If this is not the case, it is at the risk and expense of the Customer; Rechargers does not accept any liability in the matter.

Article 12. Force majeure

12.1 Rechargers is not obliged to comply with any obligation if they are prevented from doing so as a result of a circumstance that cannot be attributed to fault and that neither pursuant to the law, a legal transaction, nor commonly held opinion is their responsibility.

Article 13. Intellectual property

13.1 Rechargers reserves itself the rights and powers that fall to them on grounds of intellectual-property legislation and regulations.

Article 14. Applicable law

14.1 To the legal relationship between Rechargers and client, Netherlands law is exclusively applicable, and the Netherlands court of law is competent.

14.2 Any possible disputes will exclusively be adjudged by the competent court that is authorised in the place of establishment of Rechargers, unless mandatory law establishes otherwise.