

Conditions of hire

THE CUSTOMER:

1) The renter reserves the right to demand the following as a guarantee for this contract:

- identification
- proof of address
- proof of the location of the site
- a down payment based on the expected duration of the rental
- a deposit, which will be refunded when the bill is paid in full

2) The signatory of the contract on behalf of companies, traders and public authorities must provide proof of identity. The customer is bound by a purchase order, irrespective of the signatory. Two copies of the bill are raised in the name of the contracting party. An extract from the registry of companies less than three months old and bank account details must be enclosed with the request for an account for monthly billing purposes.

ARTICLE 1: Date of supply

The rental period starts on the day when the equipment is shipped to or made available to the customer. This date is specified on the bill. The rental period ends on the day when the equipment is returned to the renter. This date is specified on the return voucher of the rental contract, irrespective of the party responsible for transport.

ARTICLE 2: Electric power supply

The customer is responsible for making an appointment for the connection of the unit to the mains supply network and the installation and connection of the ground connection. The ground rod and cable supplied with the unit are used only for connections to the ground of the system or the temporary ground connection on the site. In all cases, refer to the standard NF C 15.100, and chapter 7-704 "Site installations" in particular. The customer is responsible for the connection of the cable downstream of the electric unit.

ARTICLE 3: Transport charges

Transport will be billed according to the applicable rates.

The equipment will be delivered and/or collected at the customer's request.

Charges for the delivery will be included in the first month's bill.

Charges for the collection of the equipment will be directly debited from the customer's bank account.

ARTICLE 4: Duration and details of use

The contract restricts the unit to a single connection to the mains electric power network.

The rental contract is bound to the first bill, which is generated by code "220" or "380".

ARTICLE 5: Means of payment

Automatic direct debits will be made from the customer's bank account. In this case, the customer agrees to inform the renter without delay of any changes to banking details. The customer will be informed of any payment incidents (refusal by the bank). No second requests will be made to the bank. The customer will be warned in writing that payment, plus collection fees, is due in one week. Notice of termination of debits must be given in writing at least one month before the due date.

If the customer fails to settle two weeks after the date of the bill and further to the receipt of a registered letter informing the customer of the retrieval of the equipment, the power utility will disconnect the unit at the renter's request.

ARTICLE 6: Maintenance and repairs

1) The renter is responsible for the following maintenance actions:

- Replacement of defective parts

2) The customer is responsible for the following maintenance actions:

- Repairs due to misuse, accidents or negligence.

3) The renter will make repairs for which he is liable. If repairs are necessary due to the failure of the customer's system, the repairs will be charged.

ARTICLE 7: Liability – Insurance

1) Third party (civil liability)

The customer must take out a civil liability insurance policy against damages caused by the rented equipment. Therefore, the renter will not be held liable under any circumstances for the material and/or immaterial consequences of the shut-down or failure of the rented equipment. The renter declares that the legal and material custodianship of the rented equipment is transferred to the customer throughout the duration of the rental contract, with all legal consequences.

2) Rented equipment

The customer is responsible for the use of the rented equipment and all damages suffered by the equipment.

The rented equipment is guaranteed by the deposit.

ARTICLE 8: RETURN

1) When the contract, which may be extended by mutual agreement, expires, the customer is required to return the equipment in good working order and in a clean condition, while taking account of normal wear and tear inherent in the duration of use. If this is not the case, any work to restore the equipment to good and clean working condition will be charged to the customer.

2) The equipment must be returned to the renter's depot during normal working hours, or collected by a haulier.

In the absence of a written special arrangement, the equipment must be returned before 6:30 pm, Monday to Friday, or before 12:00 am on Saturdays.

3) The customer must make the appointment to disconnect the unit from the mains power supply network.

4) If the rented equipment is not returned after receipt of a formal warning and by the deadline for return specified in the notice of warning, the deposit will be cashed.

ARTICLE 9:

Any disputes will be referred to the AUCH COMMERCIAL COURT.

Signature