



## GENERAL RENTAL CONDITIONS

Any order inherently implies that lessee has accepted these conditions without reservation. These conditions exclusively govern its dealings with Aqualabo and prevail over any other document.

### ART. 1 RENTAL PERIOD

The rental takes effect when the equipment is made available to the lessee. This date is set in the contract or the delivery note. When the equipment is handed over, the burden of risk is transferred to the lessee, who takes full substantive and legal responsibility thereof. The lease and legal custody shall terminate on the day on which all the equipment is returned by the lessee or taken back by Aqualabo.

### ART. 2 PROVISION

1) Aqualabo may not be held responsible for any delays in making available or delivering, for reasons beyond its control, including bad weather, regulatory changes, delays in transport or returns of previous rentals, force majeure, strikes, or their direct or indirect consequences to the lessee or to third parties, and is not liable for any compensation in respect thereof. "Booking" equipment does not guarantee the lessee of the date of provision, given for information purposes and subject to equipment availability.

2) The rented equipment is provided to the lessee in accordance with the regulations in force, in particular pertaining to the health and safety of workers. The lessee acknowledges that the equipment received is in good repair and working condition, along with the required accessories, user guide and safety instructions, which he/she undertakes to pass on to the users. If any of these items is missing, it is up to the lessee to ask Aqualabo for it before using the equipment. It is up to the professional lessee to choose the equipment according to his/her pre-determined needs and to ensure that it is adequate. Aqualabo is not aware of the lessee's plans and has no obligation to check the lessee's choice in terms of the feasibility and compatibility of the equipment to his/her project. It shall not therefore be held liable in this respect.

3) In the absence of quantified, qualified and characterized reservations upon taking possession of the equipment, the equipment shall be deemed to have been delivered to the lessee in good repair and working order. For reservations to be admissible, they must be reported within 48 hours of receipt and the leased equipment must not have been used. Any use shall constitute acceptance without reservation. The installation, assembly and dismantling are carried out under the responsibility of the lessee who agrees to read the rules on assembly, operation and safety set down in the regulations and by the equipment manufacturer. Aqualabo's obligation is limited providing the user guide.

### ART. 3 USE

1) The lessee shall certify that he/she is authorized to use the equipment and undertakes to start it up and use it personally or by its duly qualified, trained and authorized personnel. Lending or sub-leasing the equipment is strictly prohibited without written consent from Aqualabo.

2) He/she undertakes: to install and use the equipment in a reasonable way and in accordance with its intended purpose and regulations in force, as well as with care and diligence; to abide by the instructions, user guide and safety precautions laid down by the regulations as well as by the manufacturer or hirer; and to constantly keep it in good working order. Any modification, outfitting or transformation of the equipment is prohibited.

### ART. 4 MAINTENANCE

The lessee undertakes to protect the equipment against any degradation and to regularly carry out routine maintenance, cleaning, checking and recharging of the batteries. He/she agrees to immediately inform Aqualabo of any anomalies found in the equipment. Any costs of repair incurred due to lack of maintenance shall be borne by the client. The lessee is responsible for the power supply. Equipment maintenance to be borne by the lessor includes the replacement of usual wear parts in a context of normal use. Any work carried out on the equipment shall preferably be done on the premises of Aqualabo de Caudan. The lessee agrees to defer to any maintenance request made by Aqualabo. If the equipment is used on a hazardous site (asbestos, nuclear, petrochemical, polluted, maritime, etc.), maintenance or repair work may only be carried out by the lessor outside the area at risk. The lessee must first make the rented equipment available to the lessor outside the area at risk after having decontaminated it if necessary.

### ART.5 REPAIR

In the event of a breakdown, malfunction or deterioration, the lessee must immediately stop using the equipment, notify Aqualabo by phone and send it written confirmation of the circumstances within 72h. Repairs may only be carried out upon Aqualabo's initiative, as their cost is spread out according to the provisions of Article 7. Aqualabo shall alone decide whether to repair the equipment according to the safety criteria.

Aqualabo reserves the right to charge the lessee an equipment immobilization compensation for the duration of the repair work when this immobilization is not due to Aqualabo. Aqualabo may not be held responsible with respect to the lessee or third parties for direct or indirect, material or moral consequences of a shutdown or malfunction of the leased equipment, which is not due to a proven defect at the time of supply, and shall not be liable for any compensation of any kind. In all circumstances, Aqualabo's liability remains limited to the amount of the rental of the equipment in question.

### ART.6 RESPONSABILITY/ INSURANCE

The lessee may not use the equipment for any other purpose than that for which it is intended nor breach the safety rules. He/she assumes the physical and legal custody of the equipment and is responsible for any damage caused by and to the leased equipment. However, the lessee may not be held responsible for any harmful consequences due to hidden defects making the equipment unsuitable for its intended use, if proof of such defects is provided. Direct or indirect operating losses, irrespective of the cause, shall never be borne by Aqualabo.

1) The lessee must hold commercial or head of family liability insurance to cover damage caused to third parties by the equipment.

2) Damage to the leased equipment. The lessee is responsible for the use of the equipment and for any damage to the equipment. He/she is responsible for the financial consequences of losses incurred during the rental period. In the case of total loss, the reference value shall be set in the last paragraph. He/she may cover this liability by taking out insurance himself/herself.

The loss, disappearance or theft of equipment does not fall within the scope of a waiver of any recourse. In this case, an indemnity shall be invoiced based on new equipment replacement value on the day of the claim, according to the public supplier price, after deducting a depreciation percentage of 0.8% per month capped at 50%. Equipment, accessories, spare parts, and removable parts are not within the scope of a waiver if any recourse and shall be billed at the replacement price in the case of loss, theft or deterioration.

#### ART. 7 WARRANTY EXCLUSIONS

Damage to Equipment: The following are excluded from the waiver of recourse and are cause for termination of the contract as of right against the lessee for damage to the equipment in the following circumstances: failure to adhere to the user guide and safety instructions, non-compliance with the requirements and prohibitions mentioned in Articles 2, 3, 4 and 5 hereof, in particular non-compliance with the regulations in force, use by a non-qualified person or anyone other than the lessee named in the contract, illegal, abnormal or non-compliant use, lessee negligence or error (hazardous handling, dropping the object). Expenses incurred to repatriate the damaged equipment, damage caused to the equipment during its return transport organized by the lessee, are also excluded from any warranty. In the event of warranty exclusion, all consequences resulting from the loss are the lessee's responsibility and invoiced in full. In the event of total loss, an indemnity shall be invoiced according to the value indicated in Article 6 para.2.

#### ART.8 RENTAL PRICE

Regardless of the rental period, the rental price is set per unit of time for each rental (week, month) according to the current rate at the time of the order. A discount may be granted in the context of prior negotiations. The contract shall use the chosen unit of time. The unit of time chosen is the calendar week, i.e. five indivisible working days from the day of provision. Every unit of time started is due. The entire period of availability of the equipment, until the carrier takes charge, is invoiced to the lessee. The renter must return the equipment within 72 hours after the end date of the contract

#### ART. 9 RENTAL DELAY

**The renter must inform the AQUALABO rental department 48H before the end of the contract, in case of extension of it. A quotation will be sent to him for validation and agreement. The basis of pricing will be identical as the initial hiring : Price of the first week (full rate) + the price of the additional week on the following weeks.**

**In case of delay without information from the renter, each additional week not planned in the contract will be charged at the price of the first full week public rate.**

#### ART. 9 HOT LINE

Assistance over the phone will be available to the lessee throughout the term of the rental at the following number.

Hotline: +33 (0)5.62.75.95.70 (8h30 am -12noon / 1:30pm – 5 pm)

#### ART. 10 RETURNING EQUIPMENT

1) The equipment must be returned during the CAUDAN agency's office hours (9am – 12noon / 1:30pm – 4:30pm).

The address for returning the rental equipment is as follows:

AQUALABO  
115 rue Michel Marion  
56850 CAUDAN – France

If Aqualabo recovers the equipment, the lessee must inform Aqualabo of the equipment's availability by Email with reasonable and sufficient notice and specifying the place where it can be found. The equipment to be recovered must be accessible for the carrier. If the equipment is used on a hazardous site (asbestos, nuclear, petrochemical, polluted, maritime, etc.), the lessee must make the rented equipment available to the lessor outside the area at risk after having decontaminated it if necessary.

The lessee remains bound by all the obligations ensuing from the contract until the actual recovery by Aqualabo. In particular, he/she remains custodian of the rented article and undertakes to keep watch over it. The equipment will only be deemed "returned", and legal custody transferred to Aqualabo upon receipt by Aqualabo Service. Returning the equipment is mandatory upon expiry of the rental period without there being any need to forward formal notice.

2) The lessee is required to return the equipment in good condition, compliant and clean, along with all accessories and fittings. The material must be returned in its original package and pallet. Otherwise, restoration and cleaning services shall be charged. Aqualabo shall prepare a return note, stating the date of return and apparent condition of the equipment, subject to finding non-obvious or unreported damage. Aqualabo reserves a period of 5 working days following the return to identify any non-obvious deterioration of the equipment or not reported by the lessee upon its return. In the event of theft or loss, the rental contract and invoicing shall not end until receipt by Aqualabo of the lessee's declaration with the competent authorities. In the event of non-return of the equipment for any reason whatsoever, an indemnity shall be invoiced on the basis defined in Article 6 para.2, in addition to the cost of rental. Equipment, accessories, and removable or spare parts not returned shall be invoiced at replacement price.

#### ART. 11 DISPOSSESSION OF LESSOR

The lessee shall refrain from removing or modifying the ownership plates and/or inscriptions affixed to the rented equipment. The equipment may not be sold or provided as collateral. The lessee undertakes not to grant any right, real or otherwise, in respect of the leased object to any person likely to adversely affect Aqualabo's enjoyment of rights and ownership or reduce equipment availability.

#### ART. 12 PAYMENT

**All invoice is payable according payment conditions defined by this one,** except for the payment terms previously negotiated with AQUALABO. The payment period for rental invoices may not exceed 30 days from the date of issue. In the event of an invoice-related objection, Aqualabo may claim a dispute management fee. Any sum not paid when due shall be subject to the payment of late penalties amounting to a lump sum indemnity for recovery costs of € 40, as well as the forfeiture of any payment deadlines. If formal notice remains unheeded for 8 days, the lessee will be liable for damages at a flat-rate penalty equal to 15% of the unpaid amount including tax. Any equipment rental applies the condition without reservation by the customer and its full and entire adhesion to the GRL, which prevail over any other document of the customer and in particular on any general conditions of purchase except agreement derogatory written and preliminary by AQUALABO

#### ART. 13 TERMINATION CLAUSE

In the event of non-performance by the lessee of an obligation incumbent upon him/her, in particular, Aqualabo may automatically terminate the contact for non-return of equipment or failure to pay an invoice at the due date, by the fault of the lessee; 48 h after formal notice by registered letter with acknowledgement of receipt remains unanswered. In this case, Aqualabo demands the immediate return of the equipment without prejudice to the sums due in respect of the expired rental periods, subject to the penalties provided for in Article 13 or the application of a daily immobilization indemnity equivalent to the weekly rent, and claim under Article 314-1 of the Criminal Code. In any event, the lessee shall remain liable for the material and becomes the depository within the meaning of Art 1915 C Civ. He/she has the right neither to use it nor to dispose of it in any capacity whatsoever. In the event of early termination of a contract involving a fixed price set according to an irreducible rental period, Aqualabo will receive an indemnity equal to the total remaining rent or will revise the price initially stated according to the actual rental period.

#### ART. 18 APPLICABLE LAW AND ATTRIBUTION OF JURISDICTION

This contract is governed by French law and is subject to the exclusive jurisdiction of French courts. Any dispute relating to these conditions involving a professional will be settled by the Commercial Court.