

## 1. DEFINITIONS

**1.1** User of the General Terms and Conditions of Business: The Inside Ltd.  
**1.2** Client: any person (or legal entity), its representative(s), deputy or deputies and assignee(s) who have given The Inside Ltd an order to carry out operations.  
**1.3** Operations: all works and services that have been ordered or otherwise provided by The Inside Ltd, also on behalf of a third party, all in the broadest sense of the word and in any case including the operations as specified in the quotation or all the operations that can help to execute the order that has been placed. These operations include, but are not limited to manufacturing the commissioned order, delivery, transporting, installation and removal of stands, furniture, signage, presentation materials, and the borrowing or hiring of equipment, all in the broadest sense of the word, for companies, private persons and institutions.  
**1.4** Orders: the orders can be placed verbally as well as in writing.  
**1.5** Resources: all goods, including amongst others: documents and data carriers, placed at the disposal of The Inside Ltd by the Client and/or manufactured by The Inside Ltd to carry out the order.

## 2. GENERAL

**2.1** With the (electronic) delivery of or any referral to these Terms and Conditions to the Client, all previous conditions of The Inside Ltd cease to apply.  
**2.2** These general terms and conditions apply to all written or unwritten agreements between The Inside Ltd and the Client. Such agreements include but are not limited to quotations and order confirmations. These conditions also apply to all agreements made by The Inside Ltd, for which third parties must be involved. All orders are only carried out under the following conditions, unless otherwise explicitly agreed and confirmed by The Inside Ltd in writing or verbally.  
**2.3** Agreements with employees of The Inside Ltd do not commit The Inside Ltd to any action unless confirmed in writing by The Inside Ltd.  
**2.4** The Client acknowledges the applicability of these Terms and Conditions by the mere fact of placing any order with The Inside Ltd unless the Client explicitly rejects these Terms and Conditions in writing. A single reference by the Client to its own terms and conditions, or a standard clause in its letterhead or terms and conditions confirming the exclusiveness of its conditions is, therefore, insufficient.  
**2.5** If different conditions have been agreed with regard to certain topics confirmed in these Terms and Conditions, the present Terms and Conditions will apply for the remainder of the agreement. The different conditions agreed upon will never apply to more than one order unless confirmed in writing every time a new order is placed.  
**2.6** The provisions included in the General Information – an integral part of the quotation and/or order confirmation – shall apply to all agreements between The Inside and the Client unless agreed otherwise in writing. In case of discrepancies between the General Information and these Terms and Conditions, preference will be given to those provisions most favourable to The Inside Ltd, to be established at the discretion of The Inside Ltd.

## 3. QUOTATIONS

**3.1** Unless explicitly agreed otherwise, all offers are noncommittal. The Inside Ltd is only committed after confirming the order in writing or verbally.  
**3.2** In case of total cost being composed of several quotations there is no obligation to supply an individual part of the order at the individual quoted price.  
**3.3** If a request is quoted on the basis of a subsequent-calculation, the quoted prices are only a guideline. The actual working hours by The Inside Ltd plus the actual expenses incurred by The Inside Ltd will be charged.  
**3.4** If the Client decides not to place the order, The Inside Ltd reserves the right to charge for the costs incurred for the design, drawing(s) and quotation or a part thereof.  
**3.5** All prices quoted by The Inside Ltd are exclusive of VAT, unless the quotation explicitly states otherwise.  
**3.6** The Inside Ltd reserves the right to implement price changes without prior notification. Such price changes may be due to increases in wages, employer's social security contributions, as well as increases of other tariffs, which increase costs for The Inside Ltd.  
**3.7** If the order, for which a quotation was requested, is not placed with The Inside Ltd, the Client is obliged to return the quotation including all relevant documents carriage paid within eight days to The Inside Ltd. The Inside Ltd reserves the right to charge the Client for all expenses incurred should the Client neglect to do so.  
**3.8** If the quoted price for a stand is based on installing it at multiple events, The Inside Ltd reserves the right to charge the Client 25% per project if the Client doesn't comply with this aspect of the agreement within the agreed time period.

## 4. ORDERS

**4.1** Placing an order obligates the Clients to comply with its obligations. The Inside Ltd is only committed to an order by written or verbal confirmation of the order. If the Client has not expressed any objections to the written or verbal order to The Inside Ltd within eight days after its written or verbal confirmation of the order, the written or verbal order will be considered to be correct and complete.  
**4.2** If the Client still wants to make changes in the execution of the order after the order has been provided, the Client should notify The Inside Ltd of these changes timely and in writing. If the changes have only been confirmed by the Client verbally or by telephone, any risk related to carrying out the changes will be borne by the Client, unless these changes have been confirmed by The Inside Ltd in writing.  
**4.3** The client will ensure that The Inside Ltd will have at its timely disposal:  
- all relevant information regarding the exhibition's location  
- scheduled times for the construction and dismantling of the stands  
- all necessary documents which need to be signed  
- the numbers of the colours they wish to be used  
**4.4** If the Client cancels the order in full or in part, the Client agrees to pay The Inside Ltd all the costs that have been incurred for the execution of this order.  
**4.5** Changes of any kind in the original order, confirmed in writing or verbally by or on behalf of the Client, resulting in higher costs

than could have been accounted for at the time of the quotation and/or at the time of the order confirmation will be charged to the Client.  
**4.6** Changes and/or cancellations of orders are only binding on The Inside Ltd after written acceptance.  
**4.7** Written orders from the Client should be accompanied by a clear description of the work that needs to be carried out.  
**4.8** The Inside Ltd reserves the right to carry out and charge the Client for additional work beyond what is mentioned in the order confirmation if these operations are in the Client's interest and/or necessary to execute the order. The client will be informed of the execution of these extra operations as soon as possible.  
**4.9** All orders other than those given for an indefinite period of time shall end upon their completion or at the time appointed by both parties.  
**4.10** In the event of termination of an order of an indefinite period of time, each of the parties must observe a notice period of at least three months and give such notice by registered letter.  
**4.11** The Inside Ltd reserves the right to outsource certain work to third parties if required for a correct execution of the agreement.  
**4.12** Neither during the execution of the order nor during a period of eighteen months after the order has been completed is the Client allowed to conclude an employment contract of any nature with a person who is/was employed by or on behalf of The Inside Ltd to work for the Client, or with personnel and/or third parties involved in the Client's order. Any violation is subject to a non-negotiable fine of 2000.00 euros per violation per week during which the violation continues.  
**4.13** Should price changes occur during the duration of the contract – for example due to changes in salaries and/or other costs based on the CAO (Dutch Collective Labour Agreement) as a result of laws, decrees and/or decisions by the authorities, or if the prices of resources, materials, etc. change during the operations – prices related to the order may be adjusted, in principle in accordance with the written decree by the Ministry of Economic Affairs on the maximum allowable price change. If no such price decree or arrangement is available, price changes will take place in accordance with the representative report of the umbrella organization.

## 5. SUPPLY AND EXECUTION OF THE ORDER

**5.1** Each partial delivery, including the delivery of components of a multi-part order, can be invoiced, in which case that partial delivery will be considered as a separate transaction: in such a case, payment must take place in accordance with the provisions in Article 10.  
**5.2** Costs relative to delays will not be charged to The Inside Ltd unless the delay was caused by The Inside Ltd. This is without prejudice to the provisions in Article 8.9.  
**5.3** Orders shall be executed within the normal planned time schedule. If an order must be speeded up, overtime and/or any other additional costs may be charged. The client gives The Inside Ltd some leeway with regard to the duration of the execution of the order. The time limit is only irrevocable and final if the Client has informed The Inside Ltd about the consequences of a delay at the time of placing the written order and after written confirmation by The Inside Ltd.  
**5.4** If the Client does not comply with (some of) the obligation(s) resulting from an agreement with The Inside Ltd or if it appears that, during the execution of the order or afterward, the Client has supplied incorrect data or has withheld any data, The Inside Ltd has the right to suspend all its obligations to the Client and even to consider all agreements with the Client entirely or partially terminated, for which no default notice and/or judicial intervention is required while retaining the right to compensation. The amount due by the Client to The Inside Ltd can be claimed by The Inside Ltd immediately.  
**5.5** The Inside Ltd has the right to outsource the order or parts of the order to third parties without notice to or consultation with the Client if The Inside Ltd deems this necessary to ensure correct and efficient execution of the order.  
**5.6** The Inside Ltd is entitled, without further notice of default or judicial intervention being required, to terminate the agreement in whole or in part, or to suspend the further execution of the agreement, if after concluding the agreement, information comes to the attention of The Inside Ltd that gives The Inside Ltd good reason to fear that the Client cannot or will not meet its obligations; the Client is declared bankrupt and/or applies for bankruptcy; the Client applies for a moratorium on the payment of its debts; the Client is placed under guardianship or dies; the legal entity of the Client is dissolved; the company of the Client is liquidated. In case of dissolution based on one of the aforementioned cases, all claims of The Inside Ltd towards the Client are immediately due and payable, without prejudice to its right to compensation.  
**5.7** If, during the execution of an order accepted by The Inside Ltd, it appears that the order is not practicable due to circumstances unknown to The Inside Ltd or due to force majeure, The Inside Ltd reserves the right to demand that the order be changed in such a way that the execution of the order is feasible. The increased or decreased costs as a result of such a change will be settled between the parties, while the Client is obliged to pay for the operations already carried out by The Inside Ltd, even if these are no longer usable.  
**5.8** If the Client keeps materials or tools owned by The Inside Ltd but which are required for the execution of the order, the Client is responsible for these materials and tools. In case of loss or damage, The Inside Ltd reserves the right to charge any ensuing costs to the Client.  
**5.9** A project will be considered completed and delivered when The Inside Ltd believes that the project was executed in accordance with the order and/or when the Client has started using the product(s) delivered by The Inside Ltd.

## 6. LATE DELIVERY

**6.1** If the progress in the execution of the work is delayed through the fault of the Client or by force majeure, the Client is obliged to pay The Inside Ltd pro rata for that part of the work that has already been done, as well as for the costs that already have been incurred relative to the entire order.  
**6.2** The deadlines agreed between the Client and The Inside Ltd can never be considered as final deadlines unless explicitly agreed otherwise in writing.  
**6.3** Disturbances in the company's operations caused by force

majeure may include but are not limited to illness and/or work incapacity; war; mobilization; riots; floods; weather conditions (e.g., storm and frost); terrorist attacks; closed shipping routes and other obstructions in transportation; stagnation, limitation or discontinuance respectively of available and required public utilities; fire; machinery breakdown and other incidents; strikes; lockout; actions by trade unions causing cessation of production; measures imposed by the authorities; non-delivery of necessary materials and semi-manufactured articles to The Inside Ltd by third parties; and other unforeseen circumstances, including those happening in the country from which the materials and/or semi-manufactured articles originate and which would interrupt the regular operations and delay the execution of the order or make its execution impossible. Such circumstances release The Inside Ltd from the agreed deadline or its obligation to execute the order, while the Client cannot assert its right for that reason and can't claim any compensation of costs, damages or interest.  
**6.4** In case of force majeure, The Inside Ltd will notify the Client immediately. The client has the right to cancel the order in writing within eight days after receipt of this notification under the provision that the Client is obliged to pay The Inside Ltd for that part of the order that has already been executed.

## 7. COMPLAINTS AND WARRANTIES

**7.1** Complaints can only be made in writing within eight days after the execution of the order.  
**7.2** Defects in certain parts of the delivered goods and/or services shall not give the Client the right to reject all the delivered goods and/or services.  
**7.3** The Inside Ltd shall not be responsible for any defects caused by the delivered goods and/or services or any defects of the delivered goods and/or services caused by the Client or any third party, or caused by any external circumstances (see 6.3).  
**7.4** A complaint about certain operations or deliveries shall not suspend the Client's obligation of payment for these or other operations/deliveries.  
**7.5** Defects in a small part of the goods (up to a maximum of 5% of the total quantity) do not give the Client the right to reject the entire delivery.  
**7.6** The client shall never be entitled to demand dissolution of the agreement on account of complaints or defects.  
**7.7** Warranties are only applicable insofar as they are agreed upon in writing.

## 8. LIABILITY

**8.1** The Inside Ltd can neither be held liable for typographical errors, counting errors, and/or ambiguities in quotations, order confirmations, and/or prospectuses nor for the ensuing consequences.  
**8.2** The Inside Ltd can't be held liable for damages of any kind and caused by whatever reason other than as a result of intentional or serious misconduct, to be proven by the Client and even then only up to the amount of the operations that have already been executed by The Inside Ltd.  
**8.3** The Inside Ltd accepts no liability and shall not pay for any damages to materials and resources of the Client that are present at the exhibition centre during the construction and dismantling of the stands and the exhibition days.  
**8.4** The Inside Ltd can never be held liable if it communicates to the Client that The Inside Ltd deems the requested operations to be infeasible.  
**8.5** With regard to any damages caused by or with the services delivered by The Inside Ltd, the Client is obliged to indemnify and protect The Inside Ltd against all third-party compensation claims brought against The Inside Ltd.  
**8.6** If a client acts on behalf of two or more individual persons or legal entities, these persons are each responsible for meeting the obligations resulting from the agreement.  
**8.7** The Inside Ltd reserves the right to communicate with the Client and third parties by, e.g., internet, email and cell phone. The Inside Ltd can't be held responsible for any violation or breach thereof caused by third parties. The Inside Ltd does not accept any liability for damages the Client has suffered or might suffer because of such a breach in communication.  
**8.8** The Inside Ltd will give its advice and recommendations to the best of its knowledge and in good faith. However, The Inside Ltd is by no means liable for any loss or damage, directly or indirectly resulting from the contents of the advice given by The Inside Ltd.  
**8.9** Subsequently, The Inside Ltd can't be held liable for mistakes or faults as a result of incorrect data provided by the Client and/or as a result of not processing data or information that are not explicitly be made available to The Inside Ltd.  
**8.10** The Inside Ltd can't be held responsible for any direct or indirect damage, except that which is a result of intentional or gross misconduct, to be proven by the Client.  
**8.11** The Inside Ltd does not accept liability for consequential damage, such as loss of profit or revenues on the part of the Client or the Client's customer(s).  
**8.12** Under no circumstances can The Inside Ltd be held liable for the quality of facilities, resources, or materials, such as: water, electricity, gas, guy-wires, or any other material, provided by third parties or event organizations, even if these have been supplied on behalf of or arranged by The Inside Ltd.  
**8.13** The Inside Ltd commits to execute its tasks to the best of its abilities and knowledge. However, The Inside Ltd can't be held liable for the non-fulfilment of the Client's intended goal.  
**8.14** The Inside Ltd can't be held liable for damages caused by its staff and/or third parties used to execute the order and who are The Inside Ltd's responsibility by law.  
**8.15** The Inside Ltd is solely responsible for its obligations as stated in this agreement. Furthermore, The Inside Ltd is under no circumstance liable for any operational or other consequential damages resulting from the incorrect or late execution of the order.  
**8.16** Without prejudice to the aforementioned provisions, if The Inside Ltd should be deemed liable, the liability and any possible compensation will not exceed the amount covered by The Inside Ltd's liability insurance minus the deductible amount.

## 9. OWNERSHIP/COPYRIGHT

**9.1** Regardless of the physical delivery of goods, the ownership of the goods shall only be transferred to the Client when the Client has fulfilled all of the following obligations as agreed between The Inside Ltd and the Client, which include:

- The payment for the delivered goods;
- The payment for the services provided by or to be provided by The Inside Ltd as per the agreement;
- Any claims charged to the Client for not meeting its obligation(s) as per the agreement.

**9.2** Concerning the goods referred to in section 1 of this agreement and in case the Client fails to meet its financial obligations, The Inside Ltd shall retain (co-)ownership, in as much as possible, as security against all its outstanding claims against the Client should goods have been processed or otherwise been taken from The Inside Ltd's possession through any action of the Client in absence of such payment. **9.3** The Client is authorized until further notice to sell and deliver the delivered goods to third parties in the context of its normal business operations, on the understanding that, at the first request of The Inside Ltd, it will assign to The Inside Ltd the claims obtained from these sales against its customers. The Client hereby irrevocably authorizes The Inside Ltd to collect the disputed claim(s). **9.4** No liens of any kind may be established on the goods by the Client, nor may the Client allocate the goods as a security against a third-party claim. **9.5** The Inside Ltd has the right to take delivered goods away from the Client or to have them taken away at any time, should the Client fail to meet its obligations towards The Inside Ltd. The client must cooperate with this, under penalty of a fine of 500.00 euros for each day the Client fails to meet its obligations. **9.6** The Inside Ltd is allowed to take photographs of delivered goods or stands for promotional purposes, whether or not these are provided by third parties. **9.7** The Inside Ltd retains the copyright of the designs, drawings and calculations, designed and produced by The Inside Ltd, also when these have been ordered by the Client. **9.8** The client undertakes to use the delivered designs, documentation, drawings, sketches and calculations only for its own use and not to make them available to third parties in any way, either for a fee or free of charge, nor to act or omit to act in any other way so that third parties may make use of them. **9.9** Designs, models, drawings, working methods, advice, etc. originating from The Inside Ltd or shown on the website of The Inside Ltd become and remain the explicit and exclusive inalienable property of The Inside Ltd both before and/or during the execution of the assignment and thereafter, irrespective of the share in the realization of the designs, drawings, working methods, advice, etc. of the Client or any third party engaged. The exercise of these rights, including disclosure or transfer of data, is expressly and exclusively reserved to The Inside Ltd both during and after the execution of the order. **9.10** All rights of an industrial or intellectual nature, including copyright and copyrights relating to the designs, drawings, working methods, advice, etc. of The Inside Ltd or used by The Inside Ltd, become and remain the explicit and exclusive inalienable property of The Inside Ltd both during and after the execution of the assignment, irrespective of the contribution to the realization of the designs, drawings, working methods, advice, etc. of the Client or any third party. The exercise of these rights, including disclosure or transfer of data, is expressly and exclusively reserved to The Inside Ltd both during and after the execution of the order.

## 10. PAYMENTS

**10.1** The Inside Ltd can demand payment, prepayment and payments in instalments if the execution of an order will take longer than one month or if, in the judgement of The Inside Ltd, the amount involved in the order is eligible. The Inside Ltd has the right to require sufficient security of payment in advance or during the execution of an order, regardless of the agreed terms of payment. **10.2** All net payments must be made in euros and are due within fourteen days after the date of invoice, by bank transfer or direct debit, and without any deduction unless otherwise agreed. **10.3** If terms longer than 14 days after the invoice date are agreed to or assumed in error, the Client will owe interest of 1% per month or part of a month on the invoice amount. If and to the extent that the statutory interest due is higher or lower than the above-mentioned percentage, the statutory interest will be calculated. **10.4** All judicial and extrajudicial costs incurred by The Inside Ltd in order to enforce its rights are to be paid by the Client. These costs amount to at least 15% of the amount involved with a minimum of €125.00. **10.5** If the Client has subcontracted the order from The Inside Ltd, the Client shall assign (transfer) its claim(s) on third parties from this transaction to The Inside Ltd at The Inside Ltd's first request. The client hereby irrevocably authorizes The Inside Ltd to collect the claim(s) in question. **10.6** Regardless of what is stipulated in paragraph 10.2, The Inside Ltd is entitled to demand cash payment, or to demand that the Client provides security for payment, or pays a part of the agreed price in advance, to be determined by The Inside Ltd. **10.7** A complaint regarding certain work does not suspend the Client's obligation to pay for that work or any other work. **10.8** Payment in instalments: Instalment invoices are drawn up based on verbal or written agreements. Such instalment payments must be irrevocably made no later than thirty days after the instalment invoice has been sent by The Inside Ltd to the Client. If the Client fails to settle this instalment payment, The Inside Ltd reserves the right to suspend the execution of the order until the respective payment has been made, starting seven days after a notice of default has been sent to the Client. The provisions stated in the previous sentence are without prejudice to the right of The Inside Ltd to compensation for costs and damages, according to sections 10.3 and 10.4 of these General Conditions. **10.9** The client is not permitted to offset its claims on The Inside Ltd. **10.10** The claim of The Inside Ltd for payment by the Client is immediately due and payable as soon as any of the following occur: the payment term has been exceeded; if

the Client is declared bankrupt or applies for bankruptcy or applies for a moratorium on the payment of its debts; the property or receivables of the Client are or have been seized; the (company of the) client is dissolved or liquidated; or if the Client (when a natural person) requests judicial debt restructuring, is placed under guardianship or dies.

## 11. PAYMENT OF EMPLOYEE WAGES

**11.1** The Inside Ltd shall remunerate its personnel as established in the applicable collective labour agreement provisions. It shall make all deductions and payments for wage taxes, social security contributions, national insurance contributions, etc. The Inside Ltd indemnifies the Client against all claims in this respect.

## 12. SPECIFIC TERMS AND CONDITIONS RENTAL AGREEMENTS

**12.1** The Inside Ltd is committed to providing rental equipment to the Client as stipulated in the individual rental contract, which includes these conditions, and the Client is committed to accepting the rental equipment. The Inside Ltd shall ensure that the rental equipment meets all applicable legal requirements. **12.2** The rental price shall be established per project or otherwise as specified in writing. **12.3** Only The Inside Ltd reserves the right to change rental prices, of which it will inform the Client in writing. Should the Client not accept the price change, then this must be communicated to The Inside Ltd within 48 hours after receipt of the notification about the price change. Failing to do so will automatically result in the price change being considered accepted. **12.4** The client shall further be liable for all duties or taxes which may be levied in respect of or in connection with the rental, including, but not limited to, dues and legal fees. **12.5** In addition to the rent, the costs of tolls, transport and installation of the rented object, including the costs of any necessary cranes, forklifts and other equipment required for said transport or installation, shall also be borne by the Client. Insofar as applicable, the provisions of paragraphs 12.20 to 12.23 of these terms and conditions shall apply with respect to the costs mentioned in this paragraph.

## DURATION OF THE RENTAL CONTRACT

**12.6** Rental periods start on the day on which materials or equipment are transported from The Inside Ltd's premises and terminate on the day the materials or equipment have been returned to The Inside Ltd. **12.7** The minimum rental period is one day. **12.8** The rental period also includes general and industry-agreed holidays etc., during which period the Client must continue to pay the agreed rental price unless explicitly agreed otherwise in writing. **12.9** Included in the rental period are delays caused during loading, unloading and transport through no fault of The Inside Ltd, as well as the time for repairs due to negligence of the Client. Any costs involved shall be charged to the Client.

## DELIVERY

**12.10** The client is obliged to provide The Inside Ltd with the necessary instructions for delivery and removal. The client must ensure that there are sufficient facilities for unloading at the location where the goods are to be delivered. In general, the Client shall do all that is possible to ensure that the materials can be collected immediately after they have been delivered. If the Client does not fulfil the obligations referred to in this paragraph in a timely and proper manner and if this causes a delay, this will be considered a delay as described in Article 12.9. **12.11** The client has the right to inspect or approve the equipment before transportation. If the Client does not avail themselves of this right the materials are considered to be in good and workable condition and ready for use. **12.12** Transport of equipment/materials shall be at the risk of The Inside Ltd as long as it has been arranged by The Inside Ltd. In all other cases, transportation shall be at the risk of the Client. The client is responsible for these materials as soon as they have been delivered to the Client's premises or to the location requested by the Client. **12.13** The client is obliged to treat the rental equipment with due care during the entire rental period. **12.14** The client is not allowed to make alterations/adjustments to the rental equipment unless agreed by The Inside Ltd in writing. Any ensuing costs for agreed alterations/adjustments shall be borne by the Client. The client is not entitled to any form of compensation for said costs or any increase in the value of the rented property as a result of alterations/adjustments. At the end of the rental agreement, The Inside Ltd will decide whether it wishes to have any alterations made by the Client removed or whether it wishes to keep them. In the first case, the Client must return the rented property in its original state. En ensuing costs will be borne by the Client. **12.15** Defects in the materials as well as damage or loss shall be reported immediately to The Inside Ltd in writing, stating all details. En ensuing repair costs shall be charged to the Client. **12.16** Repairs may only be arranged for and done by The Inside Ltd. All resulting costs shall be charged to the Client. **12.17** During the rental period, The Inside Ltd is entitled to check the condition of the rental equipment and the way the rental equipment is used. The client must ensure that The Inside Ltd or its representative/authorized person has access to the rental equipment.

## RETURN OF RENTED EQUIPMENT

**12.18** After the rental period, the Client is obliged to return the rental equipment clean, free of stickers, and in good condition (including the supplied keys). **12.19** The client has the right to be present when rental equipment is returned and at the subsequent inspection. Any costs, including but not limited to loss, cleaning, and repair, needed to restore the rental equipment to the condition in which it was received by the Client, will be charged to the Client.

## TRANSPORTATION

**12.20** As far as applicable, the transportation of the rental equipment will

be arranged by or executed by order of The Inside Ltd unless explicitly agreed otherwise in writing. **12.21** Transportation costs are entirely borne by the Client. Rates are based on travel time including the loading and unloading of the vehicle, road tolls, and the number of hours it takes to deliver the materials. **12.22** Delays caused by the Client, such as waiting time, will be chargeable to the Client and will be charged as additional costs unless otherwise agreed. **12.23** Transportation costs will always be agreed on in advance. Costs for the use of cranes will always be chargeable to the Client unless otherwise agreed.

## OWNERSHIP OF THE RENTAL EQUIPMENT

**12.24** The rented equipment remains the property of The Inside Ltd at all times. The client is not allowed to grant third parties any rights to the rented property, nor is the Client permitted to sublet the rented property or to allow third parties to use it without payment. **12.25** In the event of seizure of the rented property, including confiscation for tax purposes, or if there is a well-founded fear that such a seizure will take place, the Client must notify The Inside Ltd immediately. Furthermore, the Client shall immediately inform the creditor carrying out the seizure that the rented object is the property of The Inside Ltd. **12.26** The client shall not dispose of the rented property otherwise than as holder for The Inside Ltd and shall at all times prevent the expectation or impression being created among third parties that it is authorized to further dispose of the rented property. **12.27** The rental agreement shall be dissolved or regarded as terminated with immediate effect and without any notice of default and/or summons being required by the mere occurrence of the fact that the Client is declared bankrupt, is granted a moratorium on the payment of its debts, is placed under guardianship or administration, offers its debtors an extrajudicial settlement, its land is seized on behalf of the tax collector, or it otherwise loses control over its assets.

## 13. CONFIDENTIALITY

**13.1** The client is obliged to keep all information contained in offers, order confirmations and other agreements confidential. This also applies to information about the execution of the assignment and all other information that is confidential by its nature.

## 14. DISPUTE SETTLEMENT

**14.1** A dispute arises as soon as a party declares that this is the case. **14.2** All agreements and transactions between The Inside Ltd and the Client are exclusively subject to Dutch law. **14.3** All kinds of disputes shall be submitted to the judgment of the District Court of Overijssel, to the exclusion of all other arbitrating, advisory and judicial bodies.

## 15. FINAL PROVISION

**15.1** In the event of differences between the Dutch text of these General Terms and Conditions and translations thereof, the Dutch text shall prevail. **15.2** In case of differences in the interpretation of offers, order confirmations or prospectuses, the interpretation of The Inside Ltd is binding. **15.3** In all cases these General Conditions do not provide for, the decision rests exclusively with The Inside Ltd.