



# GENERAL TERMS AND CONDITIONS

## Acceptance of the General Terms and Conditions

### Scope

These General Terms and Conditions apply to every sale and rental by InMac bv of machines, accessories and equipment, tools, and spare parts (hereinafter “materials”), without this list being exhaustive. They also apply to all interventions/works carried out by the appointees (technicians, repairers, or third parties) of InMac bv.

Any order of materials or request for intervention/work by the customer implies the unconditional acceptance and obligation to comply with these General Terms and Conditions, which take absolute precedence over any conflicting document of the customer. Any terms deviating from these General Terms and Conditions issued by the buyer/renter are not legally binding for InMac bv unless expressly accepted in writing and in advance by InMac bv, even if they are not explicitly disputed. The nullity of a clause or article shall never imply the nullity of the entire General Terms and Conditions.

### Formation of the Agreement

Quotations issued by InMac bv are non-binding unless explicitly agreed otherwise. Any quotation or offer by InMac bv may be withdrawn until written acceptance is received from the buyer/renter, and automatically expires 30 calendar days after quotation date, unless a different period is stated on the quotation or offer. The customer's signature on the order form or work order constitutes a binding and definitive agreement for the customer. InMac bv is only bound to perform the agreement once it has provided a written order confirmation to the customer.

An order confirmed by InMac bv cannot be changed or cancelled without the written agreement of both parties. However, InMac bv reserves the right, in cases of force majeure, to proportionally adjust its prices or cancel the sale without any liability for damages.

### Transferability

The agreement is entered into intuitu personae between InMac bv and the buyer/renter. Full or partial assignment or transfer of use or any other rights by the buyer/renter is not permitted without prior written consent from InMac bv. InMac bv may transfer any rights arising from this agreement to a third party.

### Force Majeure

Force majeure, strike, lockdown, or any other unforeseeable event that prevents InMac bv from properly fulfilling the agreement, is expressly accepted as valid grounds for termination of the agreement without liability for damages. All services and performances of InMac bv shall in any case be regarded as obligations of means and can never be considered obligations of result.

### Delivery and Acceptance

The products and services of InMac bv can be either rented or purchased by the buyer/renter. In case of leasing or financing, additional agreements with the leasing company or credit institution may be signed.

Delivery times are always expressed in working days. All delivery times are indicative and informative only and do not entail any obligation of result for InMac bv. Delivery delays shall not be grounds for cancellation or compensation, unless InMac bv has agreed to cancellation in writing. Nevertheless, InMac bv will always try to meet the customer's indicated delivery times as far as reasonably possible.

Products must be used according to their intended purpose, otherwise all warranties shall be void. To be admissible, complaints must be submitted by registered letter within 8 calendar days after delivery, or in case of refusal of receipt, from the date of the dispatch note, any equivalent document, or the invoice. All maintenance and repair costs related to any product, regardless of the cause, shall be borne by the buyer/renter.

### Electronic Invoicing and Payment

The buyer/renter explicitly agrees to receive electronic invoices from InMac bv. No paper invoices will be sent. The buyer/renter is solely responsible for providing and keeping their email address up to date.

Unless otherwise agreed, invoices are payable using the bank details in the invoice header from InMac bv. Alternative payment methods must be agreed upon in writing and shall never imply novation, alteration, or cancellation of the General Terms and Conditions of InMac bv. If the buyer fails to pay on the agreed date, InMac bv is entitled to charge interest from the due date and collect recovery costs. If no payment or required security has been provided in time, InMac bv may suspend contract performance until payment or security is received. If the buyer still fails to pay after three months, InMac bv may terminate the agreement by written notice and is entitled to interest (12% annually), collection costs, and compensation for the damages suffered, not exceeding the agreed purchase price.

### Liability

InMac bv is only liable if the buyer/renter is a consumer within the meaning of the Belgian Act on Market Practices and Consumer Protection of April 6, 2010, and only for intent, gross negligence, or that of its appointees or for failure to perform one of the main obligations of the agreement. In such case, InMac bv's liability is limited to half of the purchase or rental price and is always restricted to direct damages only.

For professional customers, the liability of InMac bv is limited as specified in the specific rental and sales conditions. InMac bv can never be held liable for damages exceeding 25% of the price (whether in case of rental or sale), even if an alternative damage clause was accepted. Indirect damage such as financial or commercial losses, overheads, delays in planning, loss of profit or clientele, etc. will never be accepted. Visible defects must be reported in writing upon receipt. Hidden defects must be reported in writing immediately upon discovery. The buyer/renter bears the burden of proof that such defect was present at the time of delivery. In any case, any damage will be deemed caused by the buyer/renter from the moment the purchased/rented goods continue to be used. Any risk of error is borne by the buyer/renter and shall never give rise to cancellation of the sale/rental agreement.

### Ownership and Retention of Title

All loaned and rented equipment remains the property of InMac bv. It must be returned in its original condition. The buyer/renter is obliged to immediately notify InMac bv in the event of bankruptcy, judicial reorganization, seizure of movable or immovable property, or the rented goods, and to provide the bailiff, curator, or trustee with a copy of the agreement with InMac bv. If such seizure is attributable to the buyer/renter, they shall indemnify InMac bv for all related costs.

Until full payment of all claims arising from the sales agreement, the goods remain the exclusive property of the seller and may be reclaimed. Paid advances remain the property of InMac bv to cover potential resale losses.

### Right of Retention

InMac bv is entitled, based on all outstanding claims under the rental/sales agreement and these General Terms and Conditions, to exercise a right of retention on goods or other assets in its possession and to consider them as a pledge to secure the performance of the buyer/renter's obligations. To the extent that the pledge or retention right exceeds the legal limits, it shall only apply to goods and assets owned by the buyer/renter. These provisions are without prejudice to any other legal securities InMac bv may invoke.

### Transfer of Risk

Unless otherwise agreed, services by InMac bv are performed under Incoterm EXW. If InMac bv arranges transport at the buyer's request, the risk transfers upon handover to the first carrier. Partial deliveries are not allowed unless agreed otherwise. Until full payment is received, the risk of theft, loss, or damage remains with the customer, who must obtain appropriate insurance to cover the materials against, among others, theft, fire, and other potential risks.

### Data Protection and Processing of Personal Data

Your personal data as listed on documents from InMac bv are included in InMac bv's files and are intended for internal use, invoicing, customer management, as well as promotional actions, market studies, and general information. InMac bv undertakes not to pass this data on to third parties. In accordance with the Law of December 8, 1992, the buyer/renter has the right to access and correct their data upon written request. Buyers may exercise their right to deletion by emailing [info@inmac.be](mailto:info@inmac.be). The data collected is adequate, relevant, and not excessive in relation to the purposes for which it is collected.

### Jurisdiction and Applicable Law

In the event of a dispute, only the courts of Antwerp shall have jurisdiction, without prejudice to the right of InMac bv to bring a claim before another court. Every agreement concluded with InMac bv is governed by Belgian law.

## Specific conditions sale

### Acceptance

The acceptance of the goods is deemed to have taken place upon departure from the premises of InMac bv, regardless of who has ordered the shipment. Shipment always occurs at the buyer's risk and expense, unless otherwise stated in the order confirmation. By accepting the goods, the buyer is obligated to pay the price to InMac bv. Should the buyer, for any reason, refuse to take delivery of the goods, InMac bv shall have the right to demand the forced execution of the contract or its termination, subject to payment by the purchaser of a compensation equal to 20% of the amount of the order.

### Warranty

The warranty on the sold goods provided by InMac bv is equivalent to that offered by its supplier. The warranty only applies on the condition that the sold goods are maintained by InMac bv during the warranty period or, in case of resale by the customer of InMac bv, provided that the maintenance is carried out using parts supplied by InMac bv. The warranty is limited to the replacement of parts and components found to be defective by InMac bv. Labour costs are never covered under warranty and shall remain the responsibility of the buyer unless expressly agreed otherwise. Any transportation shall be at the buyer's cost and risk. It is expressly agreed that InMac bv is not liable for any damage resulting from any defect whatsoever, including but not limited to design and construction defects, and that no claims for damages can be made.

## Specific conditions rental

### Delivery and Acceptance

The equipment shall be collected and returned by the renter and entirely at their own risk. At the request and risk of the renter, InMac bv may arrange transport or appoint a third party to do so on behalf of the renter. If it has been agreed that the rented equipment is to be delivered on a specific day by InMac bv or a transporter appointed by it, the renter is responsible for ensuring that either they or a representative is present at the agreed time and location to receive the delivery, and that the delivery site is accessible via paved roads. If this is not the case, InMac bv reserves the right to take back the rented goods and charge the transport costs to the renter.

If the renter fails to collect or accept the rented equipment at the agreed time, the rental agreement remains binding for the agreed term or for a term at least equal to that initially agreed upon or indicated as the expected duration.

The acceptance of the rented goods also implies their approval. Any remarks must be made upon acceptance and before any use. Complaints made afterward will not be accepted. In case of a justified complaint, InMac bv's obligation is limited to replacing the disputed rental materials, excluding any other compensation.

The equipment is always considered to have left the premises of InMac bv in good condition and must be returned in the same mechanically sound and clean state. The renter guarantees not to sell, transfer to third parties, or make (or have made) any modifications of any kind to the rented product. The renter is responsible for returning the goods in the same condition as received, i.e., well maintained. Failing this, the renter shall be liable for any damage or required maintenance. The renter is also responsible for returning the equipment in a properly cleaned state. If not, a fixed cleaning charge will be invoiced based on the hourly rate in effect at that time.

The rental is only permitted for the site specified in the contract. Any relocation of the rented equipment is prohibited.

### Rental

The machines are delivered with a full tank. Any fuel that needs to be refilled after the rental period will be charged. The customer must secure the equipment against theft and lock it with a padlock. The renter agrees not to remove any advertising placed on the equipment by InMac bv; otherwise, the incurred costs will be charged to the renter. One week is considered five working days, two weeks ten working days, and one month the actual number of working days in that month. If equipment is rented only during a weekend or public holiday, a minimum of one day will be charged. If the equipment is used for more than 8 hours per day, overtime charges will apply. Rental prices are always exclusive of transport, kilometer charges (OBU), tolls, operation, fuel,



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insurance, and any cleaning costs, which will be invoiced at the hourly rate applicable at that time, as well as exclusive of 21% VAT. All prices are subject to indexation, with January of the current year as the reference index.

### Maintenance

The renter must inform InMac bv upon reaching the "service hour limit" and notify InMac bv where and when maintenance can be carried out. Any defects must be reported to InMac bv immediately. Repairs may only be carried out by InMac bv and are at the renter's expense. InMac bv reserves the right to conduct periodic inspections of the maintenance of the rented equipment, either directly or through a representative.

### Renter's liability

The renter must treat the equipment with due care. The renter is fully responsible for the rented equipment at all times, regardless of where it is located. If a technical inspection is required due to the installation of the rented equipment, it is the renter's responsibility to arrange this. Concerning noise levels, the renter must ensure that the legally or regulatorily permitted decibel limits are not exceeded.

The renter declares to know and accept the goods and their accessories in their current condition. The renter acknowledges renting entirely at their own risk and that the rental will never give rise to any form of indemnification from InMac bv. The renter undertakes to familiarize themselves with the safety instructions regarding the rented equipment and declares to be competent to operate the equipment or to ensure it is only used by qualified personnel. The renter is also responsible for the safety training of their employees.

The renter is always liable for all damage - both to the equipment and to third parties—caused in any way by the equipment. Without prejudice to their right of recourse against third parties, the renter is liable for any loss, damage, depreciation, poor maintenance, etc., in the broadest sense, without being able to invoke third-party fault, coincidence, or force majeure against InMac bv. InMac bv is not liable for any defects, visible or hidden. The renter is responsible for all damage caused by or to the rented equipment, regardless of any fault on the part of the renter or third parties, and irrespective of force majeure. Repairs are always at the renter's expense. The renter agrees to insure the equipment for third-party liability and against the risk of loss or damage, whether due to their own actions or those of an employee, or due to fire, theft, water damage, etc., from the moment the equipment leaves InMac bv's premises until it is returned. For each rental, a compulsory machinery breakdown insurance is taken out (covering both the machine and accessories). The premium is 7% of the gross rental price. An excess (deductible) applies, the amount of which depends on the type of machine and is specified in the rental contract. This deductible is payable by the renter.

This insurance only covers mechanical breakdown. In case of theft, traffic accident, transport damage, or failure to act as a prudent user, the renter is fully liable and must take out their own insurance.

InMac bv is never obliged to compensate the renter or third parties for any malfunction of the equipment or otherwise. The renter shall indemnify InMac bv for any claim made against it based on damage caused by or with the rented equipment.

### End of rental

InMac bv reserves the right to reclaim the rented equipment at any time by simply notifying the renter.

The rental ends (i) on the agreed date if it was explicitly entered into for a fixed term, without the renter being able to rely on tacit renewal, and (ii) in all other cases, on the day the equipment is returned into the hands of InMac bv.

The end of the rental must be immediately reported to InMac bv by telephone and confirmed in writing the same day. The equipment is received by InMac bv, which will issue a return slip to the renter. Only this slip, dated and signed by InMac bv, constitutes valid proof of return. However, InMac bv has the right, if no specific end date has been agreed upon, to terminate the rental at any time with immediate effect and retrieve the equipment.

As soon as the rental period ends, the renter is considered in default, without notice, for not returning the equipment. InMac bv then has the right to recover the rented goods wherever they may be. All costs, such as dismantling, loading, transport, unloading, etc., are fully borne by the renter. For each day of delay in returning the rented equipment, the renter owes compensation at least equal to the normal daily rental rate.

The return of the equipment by InMac bv does not constitute acceptance and does not preclude a claim for damages. InMac bv has a period of 48 hours (excluding Saturdays, Sundays, and public holidays) after return to notify the renter in writing or via email of any findings regarding damage, depreciation, etc. The renter will then be invited to verify the damage within the same period (48 hours) at InMac bv's warehouse. If the renter does not respond within this period, the findings are considered accepted. InMac bv is then authorized to carry out repairs or replacements immediately and charge the costs, as well as all related damages, to the renter.

The renter can never become the owner of the rented equipment, and failure to return it at the agreed time or the time described above is considered a breach of trust.

### Security deposit

Unless otherwise agreed in writing, the renter shall owe a deposit per rental agreement. The amount is determined based on the rental period, the value of the equipment, and the creditworthiness or financial standing of the client. If the renter wishes to extend the agreement, a new deposit must be paid no later than the day the extension begins. If the deposit is not paid on time, InMac bv may unilaterally terminate the contract without prejudice to its right to compensation. The deposit must not be considered an advance on the rental fee or as a waiver of any liability for damage. However, at the end of the agreement, InMac bv has the right to offset any amount owed by the renter under any agreement with InMac bv against the deposit. The deposit will only be refunded once it is established that the renter has fulfilled all obligations under all agreements with InMac bv.

### Included in the rental price

Our rental prices are based on a daily rate including 8 operating hours, a weekly rate (minimum of 5 rental days and 40 operating hours), and a monthly rate (minimum of 20 rental days and 160

operating hours). This applies to all machines equipped with an hour meter. For machines without an hour meter, this calculation does not apply. Additional hours will be subject to a surcharge. For machines rented per calendar day, no maximum number of operating hours applies, and thus no additional hours will be charged if more than 8 hours are used per day. The listed prices are always exclusive of (unless otherwise stated):

- 21% VAT;
- fuel consumption (diesel, gasoline, AdBlue);
- transport;
- cleaning upon return;
- damage upon return;
- additional accessories.

For the weekend rate (Saturday and Sunday), if the machine has an hour meter, the same conditions as above apply. Rental prices are calculated based on an 8-hour working day. Overtime will be charged.