

## **GENERAL TERMS AND CONDITIONS FOR OUTSOURCING PERSONNEL AND LEASING/SELLING EQUIPMENT**

### **1.0 Offers and price changes**

- 1.1 All offers made by RBC are without any obligation.
- 1.2 RBC reserves the right to change its prices due to amendments in the terms and conditions of employment and/or in social security legislation, at all times.

### **2.0 Agreement**

- 2.1 Agreements are formed subject to the written acceptance of the clients of the offer of RBC and return confirmation thereof by RBC.
- 2.2 Changes to agreements entered into earlier are subject to the explicit approval of RBC, in writing.
- 2.3 The client is obliged to provide RBC with all relevant information required by the latter for the correct execution of the instruction.
- 2.4 All lease agreements are entered into for an indefinite period of time, unless explicitly stated otherwise. Lease agreements for a definite period of time are tacitly renewed for an equal term.

### **3.0 Payment terms and setoff**

- 3.1 RBC invoices at commencement of the lease and/or upon delivery of the equipment. Payment terms are 30 days after the invoice date.
- 3.2 The client is not allowed to set off claims he has, or believes to have against RBC, with amounts the client has been invoiced for by RBC.
- 3.3 If the client fails to pay the invoices within the applicable payment term, collection costs of 15% of the principle sum shall be payable by the client.

### **4.0 Termination of the lease agreement**

- 4.1 Lease agreements for an indefinite period of time can be terminated with due observance of a notice period of three months, which notice must be sent by registered letter.
- 4.2 Lease agreements for a definite period of time can only be terminated as from the end date of the agreement, with due observance of a notice period of three months, which notice must be sent by registered letter.
- 4.3 Either party can terminate the lease agreement without observing any notice period, if one of the parties is declared insolvent and/or is granted a moratorium on payments.
- 4.4 RBC can terminate the lease agreement without observing any notice period, if a change of management takes place at the client.

- 4.5 RBC can terminate the lease agreement without observing any notice period, if the client remains in default with regard to the fulfilment of his contractual obligations towards RBC.

## 5.0 Applicable law and competent court

- 5.1 All agreements between RBC and its clients are governed by Belgian law. The competent Court of Antwerp has jurisdiction to take cognizance of any disputes between the parties.

## Specific provisions with regard to outsourcing personnel

### 6.0 Miscellaneous

- 6.1 The minimum term of deployment of a fire or security guard is eight hours. Fire or security guards cannot be deployed for periods of less than eight hours.
- 6.2 The client is forbidden to take over personnel outsourced by RBC and deployed at the client during the execution of the work and up to 1 year after completion of the work. On violation of this provision, the Client forfeits a penalty of € 10,000 per violation and € 500 for each day that the violation continues.

### 7.0 Liability for personnel deployed

- 7.1 Any damage must be reported by the client within 1 week of having after detecting of damaged items. Any claim for compensation against RBC becomes statute barred after 1 year.
- 7.2 RBC cannot be held liable for damage caused by employees deployed at the time of executing their work at the client, except for immaterial damage (personal injury) caused to staff working at the site of the customer and damage caused to materials of the customer (property damage). Explicit excluded of liability is indirect damage (including consequential damage, lost profit etc.).
- 7.3 The liability for previous mentioned damage is limited to an amount of € 2,500,000 per event.
- 7.4 RBC can only be hold accountable according to the conditions as mentioned in enclosed document of AG Insurance.

## **Specific provisions with regard to leasing equipment**

### **8.0 Rates and costs**

- 8.1 The lease is entered into for a minimum term of one working day, or multiples thereof. The lease term commences on the day the equipment is issued by RBC and terminates on the day RBC takes delivery of the equipment.
- 8.2 If the leased equipment is temporarily out of order due to a defect attributable to the incorrect use by the lessee, the lessee is obliged to continue to pay the lease price.
- 8.3 All transport costs of the leased objects to and from the lessee and related costs are payable by the lessee.
- 8.4 The lessee is liable for damage caused to the leased objects during the lease agreement, unless this damage can be attributed to normal wear and tear of the equipment itself. The lessee is liable for the loss or theft of the equipment.
- 8.5 All taxes or levies, regardless of the nature, payable for the use and/or installation of the equipment at the lessee are payable by the lessee.
- 8.6 RBC reserves the right to demand security from the lessee, at any time during the performance of the agreement.

### **9.0 Obligations of the lessee**

- 9.1 The lessee is obliged to handle the leased equipment in accordance with the instructions included in the delivery of the leased equipment. The lessee is deemed to duly observe the given maintenance and revision intervals and, if so required, report to RBC in this respect.
- 9.2 The lessee is obliged to be in the possession of all permits and mandates required for working with the equipment and/or the installation or use thereof. He shall ensure that the equipment is used in accordance with the applicable permits and regulatory provisions and regulations.
- 9.3 The lessee must immediately inform RBC of all rights or claims third parties believe to have on the leased objects. Damage occurring during the lease term must be reported to the lessor immediately.
- 9.4 The lessee is obliged to inform RBC of the location where the system is in use. RBC must be granted access to this location in order to carry out inspections or maintenance work, at all times.
- 9.5 Subleasing or making the equipment available to third parties on loan is subject to the written approval of RBC.
- 9.6 Under no circumstance shall the lessee change or modify the equipment, even if the objective thereof is making the equipment suitable for the purpose for which the lessee wishes to use the equipment.

9.7 The lessee is obliged to return the equipment upon expiry of the lease term, in an undamaged and clean condition.

## 10.0 Breakdowns

10.1 Malfunctions occurring in the equipment must be reported to the RBC service department immediately, yet no later than within 24 hours. In the event of a breakdown, the leased objects shall be repaired or replaced by RBC onsite, at the expense of the lessee, unless the malfunction is the result of normal wear and tear. No lease shall be charged for breakdowns lasting more than one day, provided the breakdown has been reported in time and is due to the normal wear and tear of the leased objects. Work to the leased objects can only be carried out by persons appointed by RBC, except for daily inspections in accordance with the instructions.

## 11.0 Liability

11.1 The lessee is liable for all damage to or caused by the equipment or caused by work carried out using the equipment. The lessee shall indemnify RBC against and/or compensate it for all claims against RBC arising from the use of the leased objects.

11.2 If the lessee incurs damage as a result of an attributable failure on the part of RBC towards the lessee, the liability of RBC shall be limited to the sum of the combined lease amounts for the period that the lessee has been unable to use the leased objects. Under no circumstance does RBC accept liability for consequential losses.

## Specific provisions with regard to selling equipment

12.0 RBC can only be held liable for a sum up to the invoice amount of the product that has been delivered and possible corresponding installation costs. RBC can never be held liable for indirect damage (including consequential damage, lost profit, missed savings and loss due to business interruption). Any claim for compensation against RBC becomes statute barred after 1 year.

12.1 RBC reserves the ownership of all items delivered and to be delivered until the purchase price for these goods has been fully paid.

Datum

Onderwerp      Verzekeringsattest

De verzekeringsonderneming AG INSURANCE, Emile Jacqmainlaan 53 te 1000 Brussel, onderneming toegelaten onder het codenummer 0079 verklaart dat

BVBA RBC België

Kauwenstein 5

2030 Antwerpen

titularis is van de volgende polis onderschreven bij de maatschappij, overeenkomstig onze algemene en bijzondere polisvoorwaarden.

Polisnummer: 03/99569140

**Verzekering Burgerlijke Aansprakelijkheid**

Aanvangsdatum: 28/12/2015

Einddatum: 31/12/2016

**Waarborgen van de verzekering:**

Waarborg Uitbating (artikelen 1382 – 1386 BW)

Kapitalen: lichamelijke, materiële en immateriële schade vermengd  
2.500.000 euro

Waarborg Toevertrouwd Voorwerp

Waarborg Na Levering

*De maatschappij bevestigt tevens dat bovenvermeld contract op dit ogenblik niet geschorst is.*

Opgemaakt te Berchem op 28/12/2015

Voor de verzekeringsonderneming:

Rubina Cornelis