

General Terms & Conditions

A. DEFINITIONS

In these Conditions, the following definitions apply:

1. **“Additional Charges”** has the meaning set out in the clause.
2. **“Business Day”** means a day (other than a Saturday, Sunday or a public holiday) when banks in Belgium are open for business.
3. **“Conditions”** means the terms and conditions set out in this document.
4. **“Contract”** means the contract between RT and the Customer for the rental of Equipment.
5. **“Customer”** means the person, firm or company who hires the Equipment from RT.
6. **“Equipment”** means any apparatus, material or Equipment (including all related accessories supplied either as part of a kit or as standard with the main unit and the manuals and other items delivered with this order) as set out in the Order.
7. **“RT”** means Rentaltec NV, registered in Belgium, 2800 Mechelen, Wayenborgstraat 22 (Belgian company number 0698.865.402).
8. **“Order”** means the Customer’s order for the Equipment, as set out in the Customer’s purchase order form or the Customer’s written acceptance of RT’s quotation, as the case may be.
9. **“Rental Payment(s)”** means the payment(s) made by or on behalf of the Customer for the hire of the Equipment and as set out in the Order.
10. **“Rental Period”** means the period of hire as set out in clause C and agreed on by RT.
11. **“Risk Period”** has the meaning set out in clause E to the Customer.

B. ACCEPTANCE

1. By placing an order with RT, the Customer agrees to and accepts these General Terms and Conditions, which can only be modified by a writing signed by an authorized director of RT.
2. The Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3. The Order constitutes an offer by the Customer to hire the Equipment in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order are complete and accurate.
4. The Order shall only be deemed to be accepted when RT issues a written acceptance of the Order, at which point the Contract shall come into existence.
5. The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of RT which is not set out in the Contract.
6. Any samples, drawings, descriptive matter or advertising produced by RT and any description or illustration contained in RT’s catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Equipment described in them. They shall not form part of the Contract or have any contractual force.
7. Fitness for use is for the Customer to determine, no performance objective is expressed or implied by RT. The Equipment may appear to offer comparable or similar specifications to other manufacturers’ products but will not necessarily perform identically to such other manufacturers’ products.
8. A quotation for the Equipment given by RT shall not constitute an offer. A quotation shall – if not otherwise stated - only be valid for a period of thirty (30) days from its date of issue and shall be subject to availability of the Equipment.
9. By placing an order, using our website or asking for a quotation the Customer acknowledges and affirms to have received, read, understood and agrees to and accepts RT’s Privacy & Cookies Policy (www.rentaltec.com).

C. RENTAL PERIOD

1. The Rental Period shall be as set out in the Order, unless the Contract is terminated earlier in accordance with these Conditions.
2. The Rental Period begins the day after the Equipment is either collected by the Customer from RT or the site advised by RT or - if agreed upon by RT – the day after RT ships the Equipment to the site advised by the Customer.
3. At the termination of the rental the Equipment will not automatically be collected or off hired by RT at the end of the period of hire, unless specifically requested and agreed upon by RT in writing on the initial order. Otherwise it is the Customer’s sole responsibility to inform RT of their intention to terminate the hire prior to the expiry and arrange the return of the Equipment at the Customer’s cost. When the Equipment is to be collected by RT or its appointed agent, the

Customer shall contact RT no later than 12:00 h. on the day before the Equipment is to be made available for collection.

4. If the Equipment is not received at RT's premises or the Customer fails to hand over the Equipment to RT or their agent on the agreed collection date, the period of hire will continue from the last day of the hire period. It is the responsibility of the Customer to obtain a receipt from RT, or their appointed agent, as proof that the Equipment has been collected or returned, and this must be made available to RT at request. RT reserves the right to charge the customer for any further rental periods if the Customer fails to notify RT of its intention to terminate the hire or the Customer fails to return the Equipment to RT or their appointed agent.
5. The Rental Period may be extended by mutual written agreement of both parties and the agreed rate set out in the Order shall apply to any extended Rental Period.
6. If the Rental Period has not been extended in accordance with these Conditions and the Equipment is not returned to RT on the return date set out in the Order, the Customer will be charged at the agreed rate set out in the Order until the Equipment has been returned to RT.

D. DELIVERY

1. RT shall deliver the Equipment to the location set out in the Order or such other location as the parties may agree at any time after RT notifies the Customer that the Equipment is ready for delivery.
2. RT will make reasonable effort to meet any delivery schedule quoted, but shall not be responsible for failure to meet such delivery schedule. RT will ship according to Customer's shipping instructions, if appropriate; otherwise by an appropriate method determined by RT in its sole discretion.
3. Delivery dates quoted by RT are approximate only, and the time of delivery is not of the essence. It is expressly agreed that RT shall not be liable to the Customer for any delay in delivery or of the condition of the Equipment or otherwise.
4. Acceptance of delivery is given when the Customer has examined the rented Equipment and the delivered Equipment is in the quote described condition, included all accessories and is functioning in the manufacturer's specification. If no defects or discrepancies in or like objections to the Equipment are reported to RT within 24 hours after delivery, acceptance of delivery shall be deemed to be given by the Customer.
5. In addition to the rental charge, additional charges will be made for delivery and collection of the Equipment. The exact amount for the transport cost is indicated on the quote and is depending on the amount of units and size/ weight of the Equipment. Where the Customer's own transport is used it is the Customer's own responsibility to adequately pack and protect the Equipment for the return to the owners'

premises. It is the Customer's responsibility to agree the method of delivery and collection to be used prior to the commencement of hire and to obtain RT's permission when the Customer's own transport is used. All packaging materials provided by RT or any third party (by RT appointed agent) have to be kept by the Customer for later use, when returning the Equipment.

E. TITLE

1. The Equipment shall at all times remain the property of RT, and the Customer shall have no right, title or interest in or to the Equipment (save the right to possession and use of the Equipment subject to these Conditions and after due Payment as set out by RT).
2. The Customer shall give RT immediate notice in the event the Equipment is lost, stolen or damaged as a result of the Customer's possession or use of the Equipment or if there is a claim or, for any reason, a threat of seizure of the Equipment.
3. The risk of loss, theft, damage or destruction of the Equipment shall pass to the Customer on delivery of the Equipment to the Customer, or where applicable, delivery of the Equipment to the by RT appointed agent or the Customer's appointed agent. The Equipment shall remain at the sole risk of the Customer during the Rental Period and any further term during which the Equipment is in the possession, custody or control of the Customer ("Risk Period") until such time as the Equipment is returned to RT.

F. TRAINING

1. The Customer represents and acknowledges that he has requisite knowledge and experience to operate the Equipment.

G. LIABILITY AND EQUIPMENT BREAKDOWN

1. Defects or discrepancies in or like objections to the Equipment must be reported to RT in writing within 24 hours after the Customer receives the Equipment or it will be conclusively presumed that the Equipment was as ordered, was received in good condition and is accepted.
2. In the event that the Equipment experiences a breakdown due to any defect in materials or workmanship RT's sole responsibility shall be to repair at RT's facility or replace the Equipment which was defective when delivered.
3. Upon notice from the Customer during the course of rental and upon return of the Equipment by the Customer, RT will repair or calibrate malfunctioning Equipment, provided, however, that such repair or calibration shall be at the Customer's expense if the Customer has misused or abused the Equipment. Malfunctioning Equipment replaced by RT must be returned by the Customer within the shorter of seven (7) calendar days after shipment of the replacement Equipment or the sooner expiration of the rental term. Malfunctioning Equipment not so returned will be subject to

monthly rental charges commencing from the date of shipment of the replacement unit.

4. RT is not the manufacturer of the Equipment. Warranties, if any, are only those of the manufacturer. RT disclaims any warranties expressed or implied, including, without limitation, any warranty of merchantability, fitness for any purpose or that the Equipment does not infringe upon any patent or property right of any third party. The Customer shall indemnify and hold RT harmless from any and all claims and actions asserted against RT for injury to persons and property related to the use of the Equipment. RT shall not be responsible for indirect, general, special, consequential or other loss or damage (including loss of profits) whether based on contract, tort or other legal theory.
5. RT may, at its sole discretion, extend the Rental Period at no cost to the Customer for the time required to replace or repair the Equipment. RT shall not be obligated to bear the costs of the Customer's labour or standby time in connection to any breakdown, nor any costs related to the delay of the Customer projects.
6. RT's maximum aggregate liability for breach of the Contract (including any liability for the acts or omissions of its employees, agents and subcontractors), whether arising in contract, delict (including negligence), misrepresentation or otherwise, shall in no circumstances exceed the cost of fulfilling its obligation under clause G.2.
7. RT shall not be liable to the Customer for any:
 - (a) loss of profit;
 - (b) loss of revenue;
 - (c) loss of business;
 - (d) indirect or consequential loss or damage, in each case, however caused, even if foreseeable.

H. OBLIGATIONS OF THE CUSTOMER

1. The Customer shall during the term of the Contract:
 - (a) at its expense and at all times during the Rental Period, keep and maintain the Equipment in good and substantial condition and appearance in order to keep it in as good an operating condition as it was on the commencement date of the Contract (fair wear and tear only accepted).
 - (b) use all Equipment only for the purposes for which it was designed and operate in a careful, prudent manner and in accordance with the instructions for use.
 - (c) comply with all laws, regulations, rules or ordinances of lawfully constituted authorities relating to the possession, use, storage and transport of the Equipment, including where applicable obtain any possible (re-) export-(control-) license or other, regulation or authorisation for use in or outside the EEA (European Economic Area) or for returning the Equipment, in which case the Customer is obliged to notify RT in advance and in due time, before exporting or returning

the Equipment. RT reserves the right to request proof of any such fulfilled obligation prior the commencement or during the Rental Period.

(d) maintain effective control of the Equipment and keep the Equipment in a secure and suitable environment when not in use.

(e) ensure that the Equipment is operated only by suitably competent persons, duly instructed on its safe operation in accordance with manufacturer's operating manuals, instructions and safety warnings.

(f) obtain and finance any required licenses, taxes or other authorisations necessary for the use, registration or handling of a specific piece of Equipment or technology, and ensure that it complies fully with all relevant legal requirements. RT reserves the right to request proof of any such authorisations prior to the commencement of the Rental Period.

(g) ensure that no unauthorised transfers or diversions of the Equipment occurs.

(h) if the Equipment is being transferred to countries where any regulatory authority requires details of the intended use of the Equipment, the Customer shall upon request, provide RT with an "End User Statement".

(i) where applicable, not allow the Equipment to be transferred to countries prohibited by any Department of Trade or the U.S Bureau of Foreign Commerce.

(j) not remove, alter, disfigure or cover up any numbering, lettering or insignia displayed upon the Equipment or any warnings or documentation thereon.

(k) not copy or reproduce in any way or manner the Equipment or any part or component of the Equipment.

(l) not perform, or allow any person to perform, any work in or upon or make modifications, changes, alterations or repairs to the Equipment other than routine daily maintenance.

(l) allow RT or its representatives to inspect the Equipment at all reasonable times and for such purpose to enter upon the site or any premises at which the Equipment may be located, and shall grant reasonable access and facilities for such inspections.

(m) keep the Equipment free from any liens, claims, charges and encumbrances during the Rental Period.

(n) keep RT fully informed of all material matters relating to the Equipment.

(o) deliver up the Equipment at the end of the Rental Period or on earlier termination of the Contract at such address as RT requires, or if necessary allow RT or its representatives access to the site or any premises where the Equipment is located for the purpose of removing the Equipment. The Customer shall pack the Equipment utilizing the standard packaging materials, where applicable; and

- (p) not do or permit to be done anything which could invalidate the insurances referred to in these Conditions.
2. If the Customer issues a change order which causes delay or cancels an order, Customer will be charged 25% of the list price of the Equipment or 25% of the rental price of the Equipment depending on whether the transaction involves a sale or a rental.
 3. In addition to the device packaging, operating instructions and accessories are part of the rental object and thus the property of RT. Only with the complete return of all components of the rented object the Customer fulfilled its contractual obligations.
 4. The Customer is liable during the entire rental period for damage, loss of the rented items including accessories up to the amount of the replacement value and associated processing costs to the owner.
 5. Additional consumables such as electrodes, cleaver blades, thermocouplers, sensors, permanent link tips, RF cables, open / short loads, launch fibers, connectors, patch cords, etc. are purchased by the Customer from RT. The calculation is based on consumption.
 6. Concerning **Software**, if supplied, the following provisions apply:
 - a. Software licenses or rights, if any, exist only as expressly set forth herein or in the manufacturer's software or program license agreement.
 - b. Any RT supplied software may be used on only one computer system and the software and/or license to use it may not be copied.
 - c. RT disclaims all warranties expressed or implied, including without limitation, any warranty of merchantability or fitness for any purpose, or that the software does not infringe upon any patent, copyright, trade secret or other property right of any third party.
 - d. The software license terms that accompany the Equipment apply to all software and all copies delivered by RT; your license with respect to any software delivered with the Equipment will terminate on the expiration or termination of the rental. Customer agrees to return the software to RT and destroy any archived copies.
 7. Unless otherwise stated on the face of this document (a) rates quoted are for a monthly rental period; (b) minimum rental is seven (7) calendar days; (c) minimum billing is 100€; (d) minimum credit is 50€; (e) rental charges commence the day after RT ships the Equipment to the Customer.
 8. Proration of rent on a weekly basis starts at the beginning of the second rental billing period and continues on a monthly basis after the first four weeks until the Equipment is returned to RT or, in the case of lost or destroyed Equipment, until the Customer notifies RT in writing under penalty of perjury, setting forth each item of Equipment that is lost or destroyed and identifying each item by name, serial number, asset number, invoice or purchase order number, and stating that it desires to commence negotiations to pay for said lost or destroyed Equipment, and pays all rentals back and the Fair Market Value of the lost or destroyed Equipment as determined by RT.
 9. The Equipment shall be returned to RT freight prepaid, properly packaged, and in substantially the same condition as when first received by the Customer, reasonable use and wear alone excepted. All risk of loss or damage from theft, mysterious disappearance, fire, misuse, abuse or other cause is the responsibility of the Customer from the time the Equipment is delivered to a carrier FOB the shipping point until the Equipment is returned to RT.
 10. The Customer has no purchase rights or purchase options unless specifically otherwise stated by RT in writing. Purchase rights or purchase options, if any, shall be at the sole discretion of RT. Non-compliance with the terms of these Conditions voids purchase rights or purchase options, if any, and cancels equity accruals, if any.
 11. Regarding Belgian law where landlords benefit from a statutory priority right (voorrecht / privilège) on the movable assets which furnish the leased premises, the Customer will inform RT in advance and in due time:
 - a. when the Customer has the intention to use the Equipment in leased premises and
 - b. immediately when any possible risk regarding the Equipment would or could arise in the foreseeable future

Doing so the Customer will deliver the correct contact information of his landlord ((company-) name and full address), so RT can inform the Landlord regarding the ownership rights of the Equipment.

I. EXTRA TERMS AND CONDITIONS FOR SALES

The following terms and conditions apply to sales in addition to the General Terms and Conditions.

1. Title to the Equipment remains with and is retained by RT until the purchase price is paid in full.
2. The Equipment is used unless otherwise stated in writing by RT.
3. If the Customer issues a change order or cancels an order less than 30 days prior to the scheduled shipment, the Customer will be subject to a charge of 25% of the list price of the affected Equipment.
4. All risk of loss or damage from theft, mysterious disappearance, fire or other cause is the responsibility of the Customer from the time the Equipment is delivered to a carrier FOB the shipping point.
5. Sales upon exercise of purchase options or otherwise are without warranty unless stated in writing by RT on the face of this document. If such warranty is so stated, it shall be a

limited warranty as follows: RT will repair or replace the Equipment or, at its choice, refund the purchase price if defects in material or workmanship (excluding damage from negligence, misuse or abuse and excluding any item of Equipment which has been serviced or worked on by anyone other than RT) appear within the warranty period and the Equipment is promptly shipped, properly packaged and freight prepaid to RT's nearest repair center with a written statement setting forth the claimed defect or defects.

J. INDEMNITY

1. The Customer agrees to indemnify and hold RT and its directors, officers, employees and agents, harmless from and against all liability and expenses (including legal costs on a full indemnity basis) howsoever arising or incurred, in respect of:
 - (a) loss of or damage to property of the Customer whether owned, leased or hired, arising from, relating to or in connection with the performance or non-performance of the Contract; or
 - (b) injury to, or death of any person employed or engaged by the Customer arising from, relating to or in connection with the performance or non-performance of the Contract.

K. INSURANCE

1. During the Rental Period and the Risk Period, the Customer shall, at its own expense, provide and maintain the following insurances:
 - (a) insurance of the Equipment against loss by all risks of physical loss or damage by fire, theft or accident, in an amount equal to the full replacement value;
 - (b) insurance for such amounts as a prudent owner or operator of the Equipment would insure for, or such amount as RT may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and howsoever arising in connection with the Equipment; and
 - (c) insurance against such other or further risks relating to the Equipment as may be required by law, together with such insurance as RT may from time to time consider reasonably necessary and advise to the Customer.
2. All insurance policies procured by the Customer shall be endorsed to provide RT with at least twenty (20) Business Days' prior written notice of cancellation or material change (including any reduction in coverage or policy amount) and shall upon RT's request name RT on the policies as a loss payee in relation to any claim relating to the Equipment. The Customer shall be responsible for paying any deductibles due on any claims under such insurance policies.
3. The Customer shall give immediate written notice to RT in the event of any loss, accident or damage to the Equipment arising out of or in connection with the Customer's possession or use of the Equipment.

4. The Customer shall, upon request of RT, provide RT with certificates of insurances evidencing the coverage required at clause K.1. If the Customer fails to place or maintain insurances or provide satisfactory evidence thereof RT may refuse to provide the Equipment. If the Customer is self-insured, it shall furnish, upon request, written evidence of such fact to the satisfaction of RT. The provision of any insurance required herein does not relieve the Customer of any responsibilities or obligations outlined in the Contract or for which the Customer may be liable by law or otherwise.

L. PAYMENT TERMS

1. The charges for rental shall be agreed at the beginning of the rental and shall be invoiced in advance. Rental periods containing more than 4 weeks shall be invoiced either monthly or four weekly in advance as agreed upon. The term of the rental shall be for a minimum period of 7 calendar days unless otherwise stated in the quotation and shall continue to be charged for the complete rental periods. The hire charges will be based on full weeks. A week is a full week which is seven consecutive days (included Bank Holidays) including the day when the rental commences. If the actual period of rental is shorter than the period of rental initially agreed at the commencement of the rental, the owners reserve the right to re-calculate the rental rate based upon the actual period of rental and can also charge for a complete rental period.
2. The rental minimum charge is 100,00 € excluding transport and other services.
3. RT shall invoice the Customer for the Rental Payment(s) in accordance with the Order and quotation.
4. All quoted prices are FOB RT's supplying office.
5. Terms are NET 30 DAYS from date of invoice, so The Customer shall make his payment within thirty (30) days of the date on the invoice received from RT, unless credit terms are made available to the Customer by RT.
6. RT reserves the right to change the credit terms at any time when, in RT's opinion, Customer's financial condition or previous payment record so warrants.
7. The final invoice amount will be based on the actual return date of the Equipment. If the Equipment is returned later than the return date specified in the Order, the Customer will be charged at the daily rate set out in the Order until the Equipment has been returned to RT.
8. If the Customer fails to make any payment due to RT under the Contract by the due date for payment, then, without limiting RT's remedies under these Conditions, the Customer shall pay interest on the overdue amount at the rate of 1,5% per month, or in such case, limited to the maximum lawful rate. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether

before or after decree. The Customer shall pay the interest together with the overdue amount.

10. Upon return of the Equipment the final invoice will be prepared and submitted and will represent the outstanding charges for the total Rental Period, as well as any applicable charges.
11. All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
9. Any dismantling, packaging, transportation and/or shipping charges not included in the Contract, shall be borne by the Customer.

M. ADDITIONAL CHARGES

1. In addition to the Rental Payment(s) specified in the Order, RT has in the relevant circumstances the right to apply additional charges:
 - (a) for loss of or damage to the Equipment and/ or accessories as a result of any failure by the Customer to comply with these Conditions;
 - (b) if the Equipment is damaged and it can be repaired, for loss of rental income during the period the Equipment is being repaired, provided such additional charges shall cease when the Equipment is returned to full working order;
 - (c) if the Equipment is damaged and cannot be repaired (i.e. it is written off) or the Equipment is lost or stolen, for loss of rental income during the period from the date the Equipment is damaged, lost or stolen to the date RT receives an amount equal to full replacement value of the Equipment;
 - (d) for outward delivery and/or collection of the Equipment, including any dismantling, packaging, transportation and shipping charges; and
2. RT shall invoice the Customer for any Additional Charges in accordance with these Conditions and VAT (and any other applicable taxes) shall be applied to any Additional Charges.

N. TERMINATION

1. Without affecting any other right or remedy available to it, RT may terminate the Contract with immediate effect by giving written notice to the Customer if:
 - (a) the Customer fails to pay any amount due under the Contract on the due date for payment and remains in default not less than five (5) Business Days after being notified to make such payment.
 - (b) the Customer commits a material breach of any other term of the Contract and either such breach cannot be remedied or (if such breach can be remedied) fails to remedy that breach within a period of five (5) Business Days after being notified to do so.

(c) the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts to the sole discretion of RT.

(d) the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors.

(e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer (being a company or otherwise).

(f) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Customer (being a company or otherwise).

(h) the Customer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or

(i) any event analogous to the former, occurs in relation to any other legal jurisdiction.

O. CONSEQUENCES OF TERMINATION

1. Upon termination of the Contract, however caused:
 - (a) RT's consent to the Customer's possession of the Equipment shall terminate and RT may, by its authorised representatives, without notice and at the Customer's expense, retake possession of the Equipment and for this purpose may enter the site or any premises at which the Equipment is located; and
 - (b) the Customer shall pay to RT on demand:
 - (i) all Rental Payments and other sums due but unpaid at the date of such demand together with any interest accrued pursuant to these Conditions;
 - (ii) any costs and expenses incurred by RT in recovering the Equipment and/or in collecting any sums due under the Contract (including any storage, insurance, repair, packaging, transport, legal and remarketing costs).
2. Upon termination of the Contract pursuant to these Conditions or any other repudiation of the Contract by the Customer which is accepted by RT, without prejudice to any other rights or remedies of RT, the Customer shall pay to RT on demand a sum equal to the whole of the Rental Payments that would (but for the termination) have been payable if the Contract had continued from the date of such demand to the end of the Rental Period.

3. Termination or expiry of the Contract shall not affect any rights, remedies or obligations of RT that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

P. GENERAL

1. Assignment and other dealings

(a) RT may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract and without notice to the Customer.

(b) If the Customer is given notice of such assignment, it shall acknowledge receipt thereof in writing, and, if requested by RT, promptly execute and deliver to RT an estoppel certificate confirming the amount of any security deposit held because of the Equipment, the existence or nonexistence of any default (by RT or Customer) under the Agreement, and such other information as RT may reasonably request. Each such assignee or mortgagee shall have all the rights, but none of the obligations, of RT under this Agreement and RT shall remain subject to such obligations. Customer shall not assert against any assignee and/or mortgagee any defense, counterclaim or offset that the Customer may have against RT. Notwithstanding any such assignment, RT and any assignee warrant that the Customer shall quietly enjoy use of the Equipment subject to the terms and conditions of this Agreement. This Agreement shall inure to the benefit of and be binding upon the heirs, successors and assigns of the parties hereto.

(b) The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of RT.

2. Notices

(a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or e-mail.

(b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause P.2 (a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission.

(c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

3. Severance

(a) If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

(b) If any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

4. Waiver

A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

5. Variation

Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by RT.

6. Governing Law

This agreement shall be deemed entered and to be performed in Mechelen, Belgium, shall be enforceable in Belgium, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including noncontractual disputes or claims), shall be governed by, and construed in accordance with, Belgian Law. Each party irrevocably agrees that the courts of Belgium, Mechelen shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).