

Article 1 General

1. These terms and conditions shall apply to all offers, quotations, agreements and services provided between IB-Lease B.V. (KvK 68334583) established in Urk, the Netherlands, also trading under the name IB Food-Machines, hereinafter referred to as "**Food-Machines**", and a Lessee (including any follow-up order, amended or additional order), insofar as these terms and conditions have not been expressly deviated from by the parties in writing.
2. Lessee is any natural or legal person who rents items from Food-Machines ("**the Leased equipment**") or with whom Food-Machines is negotiating a lease agreement.
3. These general terms and conditions also apply to lease agreements with Food-Machines, for the execution of which third parties are engaged by Food-Machines.
4. The applicability of any general terms and conditions of Lessee is expressly rejected.
5. If one or more provisions of these general terms and conditions should at any time be wholly or partially void or nullified, the other provisions of these general terms and conditions shall remain fully applicable. Food-Machines and Lessee shall at such time consult with one another to agree on new provisions to replace the void or nullified provisions, taking into account as much as possible the purpose and meaning of the original provisions.

Article 2 Quotations and offers

1. All quotations and offers of Food-Machines are without obligation, unless the quotation or offer sets a deadline for acceptance.
2. If the acceptance (whether or not on minor points) deviates from the offer included in the quotation or the offer, Food-Machines shall not be bound by it.

Article 3 Sizes, weights, illustrations, technical specifications

1. Food-Machines is permitted to deviate from provided sizes, weights, (technical) specifications and the like, to the extent such deviation is of minor importance.
2. Illustrations, sizes, weights, and (technical) specifications included on the website, in price lists and in brochures are not binding.
3. Drawings, diagrams and illustrations provided by Food-Machines are for clarification purposes only.

Article 4 Duration, term, modification

1. The lease agreement between Food-Machines and Lessee is entered into for an indefinite period of time, unless the parties expressly agree otherwise in writing.
2. At the end of the term, the Leased equipment shall be cleaned and returned immediately to Food-Machines in its original packaging together with the manual and the supplied (spare) parts. The equipment may not show any traces of use other than those caused by normal wear and tear.
3. Delivery times can only be approximate. If a deadline has been agreed or specified for the delivery of the Leased equipment, this is never a fatal deadline. If a term is exceeded, the Lessee must first give Food-Machines written notice of default. Food-Machines should be offered a reasonable period of time to still execute the agreement.
4. Food-Machines has the right to have work performed by third parties. The applicability of articles 7:404, 7:407 paragraph 2 and 7:409 of the Dutch Civil Code is expressly excluded.
5. The Lessee shall ensure that all information which Food-Machines indicates to be necessary, or which the Lessee should reasonably understand to be necessary for the execution of the lease agreement, is provided to Food-Machines in good time. If the information required for the execution of the lease agreement is not provided to Food-Machines in good time, Food-Machines has the right to suspend the execution of the lease agreement and/or to charge the Lessee for the additional costs resulting from the delay according to the then customary rates. The execution period shall not begin until the Lessee has made the information available to Food-Machines.
6. If the lease agreement is amended, including an addition, Food-Machines has the right to execute it only after the Lessee has

agreed in writing to the rental price and other conditions, including the time of execution. Failure to execute or not immediately execute the amended lease agreement shall not constitute a breach of contract by Food-Machines and shall not be a ground for the Lessee to terminate or cancel the lease agreement.

7. If the Lessee should default in the proper fulfilment of what he is obliged to do towards Food-Machines, the Lessee shall be liable for all damages on the part of Food-Machines caused directly or indirectly as a result.

Article 5 Passing of risk, delivery, transport

1. The risk of the Leased equipment passes to the Lessee at the time of delivery, i.e. receipt of the Leased equipment at the address specified by the Lessee.
2. The carrier's report shall serve as full proof of delivery to the Lessee.
3. In case of refusal of delivery by the Lessee, all related costs (including return freight and storage costs) shall be borne by Lessee.
4. The costs of transport to Lessee and vice-versa and the costs of insurance during transport shall, unless expressly agreed otherwise, be borne by Lessee.
5. Lessee is obliged to take out all necessary, usual and/or desirable insurances in relation to the Leased equipment, in any case from the moment of delivery as referred to in Article 5.1.

Article 6 Installation, training, damage

1. Lessee installs the Leased equipment at its own expense and risk.
2. Lessee is responsible for the training and instruction of its employees.
3. Damage caused by Lessee to the Leased equipment, will be repaired by Food-Machines at Lessee's expense.

Article 7 Suspension, dissolution and early termination of the agreement

1. Food-Machines is authorized to suspend the fulfilment of the obligations or to dissolve the lease agreement immediately and with immediate effect if the Lessee does not fulfil the obligations under the lease agreement, does not fulfil them in full, or does not fulfil them on time.
2. Furthermore, Food-Machines is entitled to dissolve the lease agreement if circumstances arise of such a nature that fulfilment of the lease agreement is impossible, or if circumstances arise of such a nature that unaltered maintenance of the lease agreement cannot reasonably be required from Food-Machines.
3. If the lease agreement is dissolved, the claims of Food-Machines against the Lessee are immediately due and payable and the Leased equipment must be returned immediately to Food-Machines. If Food-Machines suspends the fulfilment of its obligations, it shall retain its claims under the law and the agreement.
4. If Food-Machines proceeds to suspension or dissolution, it shall in no way be obliged to compensate for damages and costs incurred as a result.
5. In case of liquidation, of (application for) suspension of payments or bankruptcy, of seizure - if and insofar as the seizure has not been lifted within three months - at the expense of the Lessee, or of debt restructuring, Food-Machines is free to terminate the lease agreement immediately and with immediate effect, without any obligation on its part to pay damages or compensation. The claims of Food-Machines against the Lessee shall in that case be immediately due and payable.
6. The Lessee is obliged to make it known to third parties, including creditors who seize, that the ownership of the Leased equipment belongs to Food-Machines.

Article 8 Payment and collection costs

1. Payment of the rent is always in advance on or before the first day of each month. VAT is payable on the rent.
2. If the Lessee fails to pay the rent on time, the Lessee shall be in default by operation of law. In that case, the Lessee shall owe interest of 10% per year, unless the statutory interest is higher, in which case the statutory interest will be due. The interest on the amount due will be calculated from the moment the Lessee is in default until the moment of payment of the amount due in full.

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3. Food-Machines has the right to set off payments made by Lessee first against costs, then against accrued interest, and finally against principal amount and ongoing interest.
4. The Lessee shall not be entitled to set off any amount owed by him to Food-Machines.
5. If the Lessee is in default in the (timely) fulfilment of its obligations, all reasonable costs for obtaining extrajudicial satisfaction shall be borne by Lessee. The default of Lessee who is a natural person not acting in the course of a profession or business (private Lessee) shall take effect after he has been served with a reminder to pay within fourteen days from the day of the reminder, and payment is not made. The reminder shall also specify the consequences of non-payment. The extrajudicial costs will be calculated on the basis of what is customary in The Netherlands. If Food-Machines has incurred higher costs for collection that were reasonably necessary, and the Lessee is not a private Lessee, the actual costs incurred are eligible for reimbursement. Any court costs and execution costs incurred will also be recovered from the Lessee. Lessee shall also owe interest on the collection costs due.

Article 9 Security, ownership

1. Food-Machines has the right, before delivering the Leased equipment, proceeding with the delivery of the Leased equipment, or (otherwise) starting the execution of the lease agreement, to stipulate sufficient security for the punctual fulfilment of the payment obligations of Lessee.
2. If Lessee fails to provide the requested security, Food-Machines has the right to dissolve the lease agreement, without prejudice to its right to compensation for any damage suffered by it, and without any obligation to compensate the Lessee for any damage.
3. All items to be delivered by or on behalf of Food-Machines, or at Food-Machines expense or risk, under any lease agreement are and shall remain entirely property of Food-Machines.
4. If the Lessee is in default, Food-Machines is authorized to immediately claim the Leased equipment.
5. Lessee is obliged to use and maintain the Leased equipment with due care and as recognizable owned property of Food-Machines, to maintain the identifying features and packaging materials of the Leased equipment unchanged, and to adequately insure the Leased equipment against fire, explosion and water damage, machine breakage (business interruption) and theft.
6. Lessee is not allowed to transfer the Leased equipment, whether or not as security, to third parties, to make any changes to the Leased equipment, to edit or process the Leased equipment. or have it edited or processed.

7. At Food-machines' first request, Lessee grants Food-machines access to the Leased equipment for inspection.

Article 10 Purchase option

1. At the end of the lease agreement, Lessee shall be entitled to purchase the Leased equipment from Food-Machines, and to take ownership, provided that Lessee pays the purchase price for the Leased equipment as determined by Food-Machines, within 14 days from invoice date.

Article 11 Liability

1. Food-Machines shall not be liable for damages of any nature whatsoever caused by Food-Machines having relied on incorrect and/or incomplete information provided by or on behalf of the Lessee.
2. Should Food-Machines be liable for damages, its liability shall be limited to a maximum of the rental price for two months.
3. The liability of Food-Machines is in any case always limited to the amount paid out by its insurer.
4. Food-Machines shall only be liable for direct damage.
5. The limitations of liability included in this article do not apply if the damage is due to intent or gross negligence of Food-Machines.

Article 12 Indemnification

1. Lessee indemnifies Food-Machines against any claims by third parties who suffer damage in connection with the execution of the lease agreement, the cause of which can be attributed to others than Food-Machines. If Food-Machines should be held liable by third parties for this reason, Lessee is obliged to assist Food-Machines both extra-judicially and judicially and to immediately do everything that can be expected of him in such a case.

Article 13 Applicable law and disputes

1. All legal relationships to which Food-Machines is a party shall be exclusively governed by the laws of The Netherlands, even if an obligation is fully or partially carried out abroad, or if the party involved in the legal relationship is domiciled abroad.
2. The court in the place of establishment of Food-Machines is exclusively competent to settle disputes, unless statutory law dictates otherwise.
3. The Vienna Sales Convention (CISG) of 11 April 1980 (Trb. 1986,61) shall not apply and is hereby expressly excluded.

Article 14 Version of general terms and conditions

1. Applicable is always the version of the general terms and conditions as applicable at the time the legal relationship with Food-Machines was established.
2. The Dutch text of the general terms and conditions shall always be decisive for their interpretation.