

**Article 1. Importance of the General Terms and Conditions**

These general terms and conditions govern the entire relationship, and apply to all offers, agreements, deliveries, services and other commitments, concluded or to be concluded in the future, between International Container and Trailer Services, Public Limited Company under Belgian law (registered in the Crossroads Bank for Enterprises under number 0420.431.949), hereinafter referred to as ICTS, and its customers. The present general terms and conditions replace all previous versions. These general terms and conditions are deemed to have been communicated and irrevocably agreed to when accepting a quotation and/or damage repair estimate and/or when placing an order and/or delivering objects for maintenance, repair and/or other services carried out by ICTS. The general terms and conditions can be consulted on the [www.icts-group.eu](http://www.icts-group.eu) website and/or at ICTS' registered office. Any conflicting stipulation which may exist between these general terms and conditions and the orders of the customer and/or the customer's general terms and conditions, will be considered null and void. Only deviating stipulations included in the rental agreement will take precedence over these general terms and conditions. Each deviation from the present general terms and conditions must be made in writing by the managing director of ICTS and must be interpreted as exclusively applicable to the specific agreement and situation for which the deviation was drawn up.

**Article 2. Order – Damage Repair Estimate**

**2.1.** Our quotations, price indications, damage repair estimates, and other offers are not binding. All prices are in Euro unless otherwise agreed, and exclusive of VAT. An order is only final after it has been signed by ICTS' Managing Director and is valid for 7 working days. In case of contradictions between the order and the confirmation, the confirmation of ICTS prevails. Each written confirmation or notification from ICTS will be considered irrefutable, accepted, and irrevocable in the absence of the customer's written remarks within 3 working days after ICTS' communication or confirmation. ICTS reserves the right to revoke their offer within 3 working days after receipt of the customer's notification of acceptance.

**2.2.** Damage repair estimates are valid for 7 working days. The customer commits to pay the costs for drawing up the damage repair estimate, including the costs of assembly, if the damage repair estimate is not followed by an order for execution within 7 working days. If, during the execution of the work in question, it turns out other work is necessary, a separate damage repair estimate will be drawn up.

**2.3.** All quotations, offers, damage repair estimates, order confirmations etc. are based on data available to ICTS at the time of issue. In case of a change in price, characteristics or conditions of the agreement on which ICTS based itself when issuing the said quotations, offers, damage repair estimates or order confirmations, ICTS is entitled to take these changes (e.g. but not limited to: changes in the price of raw materials or services of subcontractors, changes in the legal framework, e.g. a change of an imposed tax or levy on energy) into account in the execution of the obligation/contract, or to adjust the prices.

**Article 3 – Delivery – Pickup – Service – Force majeure**

**3.1.** Any stated delivery period is an indication only. Delay in the (partial) delivery and/or service does not entitle the customer to terminate the agreement, cancel the order, not to take delivery of the object, suspend payment obligations, and/or claim any compensation.

**3.2.** Unless specified otherwise, delivery will take place at ICTS' depot in Zeebrugge.

**3.3.** All ordered objects need to be picked up within the agreed time frame. If after this period and after having been formally notified, the customer does not collect the object within 14 days of notification of availability, he will be charged in full, also for storage costs of 10 euros per day per object as of the 15th day. This compensation will also be due if a customer who does not respond to a damage repair estimate, doesn't pick up the object. In case of a delayed pick-up of the object, the transfer of risk will take place as of the date the object was first made available.

**3.4.** Pictures, drawings, size and weight indications etc. provided by ICTS in catalogues, letters, mails or any other form of publication and/or offer are not binding to ICTS and only intended to give a general idea of what ICTS has to offer. Minor and non-essential differences do not entitle the customer to refuse the object or the payment of all or part of the rental fee, nor to demand adjustment of his obligations or any compensation from ICTS.

**3.5.** In the event of a definitive impossibility of delivery because of force majeure, e.g. war, a terrorist act, a claim, a strike, riots, a lockout, an accident, an epidemic, a natural disaster, a fire, a flood, a business disruption, a power outage, a disruption in the supply of materials and/or a delay in transportation, an exchange rate fluctuation, a rejection of spare parts, or any other event outside of ICTS' control, ICTS can completely or partly dissolve the agreement without the customer being able to claim any compensation from ICTS.

**Article 4. Payment – Warranty**

**4.1.** All invoices are payable in cash in Euro, unless agreed otherwise. The payment has to be made into a bank account as communicated by ICTS or at an ICTS office. The invoice serves as a reminder. Each complaint must be formulated by registered letter within 7 working days after receipt of the invoice, under penalty of invalidity. No complaint nor dispute of any kind suspends the obligation to pay.

**4.2.** The customer accepts that no invoice can be the subject of offsets or counter payments of any kind.

**4.3.** Any debt that remains unpaid on the due date, will by operation of law, without notice of default or any other formality, accrue interest at the rate of 10% per year, to be calculated as of the due date till the day of full payment, as well as a fixed compensation of 10%, with a minimum of 150 euro, of the principal amount due, without prejudice to ICTS' right to claim higher recovery costs, both judicial and extrajudicial, if these can be demonstrated. Any costs incurred by ICTS due to attachment measures are to be reimbursed by the customer. Non-payment of an invoice makes the balance due of all other invoices, even those not due, immediately due and payable by operation of law, without prior notice. Any delay in payment may give rise to the suspension of delivery and/or service, dissolution of the rental agreement, and refusal of new orders.

**4.4.** Any lapse of time between the date of notification of availability and the date of invoice does not give the customer any rights not to pay the invoice. The customer

accepts this and takes it into account in his organization.

**4.5.** If a deposit is required from the customer, the payment will be made into a bank account communicated by ICTS within 14 days from the date of the signature of the rental agreement or before delivery of the object. ICTS is entitled, in any case in which the customer defaults, to withhold the amounts due and payable from the customer's deposit. In case the customer fails to return the object or a part thereof, ICTS may keep this deposit by way of additional compensation. The deposit will only be refunded once all invoices are paid in full.

**4.6.** If the rental agreement has been concluded with multiple parties, each party is jointly and indivisibly responsible to fulfill the obligations of the rental agreement. They acknowledge that bankruptcy or any other form of judicial reorganization or insolvency (liquidation, WCO (law on the continuity of enterprises), etc.) of one of the lessees, regardless of whether he has been declared exempt or not, does not benefit them and they remain bound towards ICTS. Each lessee confirms he possesses the capacity in which he acts and the authority to legally undertake the obligations towards ICTS.

**Article 5. Rental period – Rental fee**

**5.1.** The rental period starts on the day the object is picked up by the customer or a driver authorized by the customer, but no later than 14 days after the date on which ICTS informed the customer about the availability of the object, and ends on the day the object is returned to ICTS during business hours, and has been inspected by ICTS. The day of pickup and return are included in the rental period.

**5.2.** On the day of pickup, the customer or his authorized driver receives an inspection report, to be signed by both him and ICTS, which describes the condition of the rental object, the accompanying accessories and documents, as well as the daily maintenance obligations to be carried out by the customer. The customer authorizes the driver who picks up the object for him, to sign this inspection report. Any visible defects must immediately be reported at pickup, under penalty of invalidity, on the inspection report by noting the damage and a description of the problem. The object is presumed to be in good condition upon delivery if it has not been checked by the customer or a driver appointed by him. By accepting the goods, the customer explicitly acknowledges having checked the object and having received it in good and usable condition, and that the object corresponds to his order and is free from any visible defect. Other defects must be reported by the customer in writing within 7 working days after delivery.

**5.3.** The rental object is to be returned to the depot of delivery, during business hours, in the same condition as at the start of the rental period, with exception of normal wear and tear of the brakes, tires, undercarriage and other moving parts.

**5.4.** The customer will owe 0.06 Euro for every kilometer exceeding the maximum of 2,500 km/week/trailer and 1.00 Euro for every cooling engine operating hour exceeding 1,500 operating hours/year/cooling engine.

**5.5.** Upon return of the object to ICTS, ICTS will draw up an inspection report, if possible together with the customer or a driver authorized by him, to describe the condition of the object at that time. The customer authorizes the driver who returns the object to sign this report in his name. Signature of this report by the customer or the authorized driver is considered an irrevocable approval of the inspection report. If this inspection report is drawn up without the customer or an authorized driver, e.g. if the customer returns the object outside business hours, the customer is bound by the report unilaterally drawn up by ICTS, which will result in an indisputable damage repair estimate, and the repair invoice must be accepted unconditionally.

**5.6.** Leaving an object unattended at the depot is at the sole risk of the customer who will be liable for any damage and/or theft during this period. In case the customer or an authorized driver fails to check in the object at the depot reception desk, an administration fee of 30 euro will be charged to the customer. Furthermore, the rental period will only end once the object has been registered by ICTS.

**5.7.** All expenses and risks of returning, delivering, picking up and cleaning the object are the responsibility of the customer. If the object is damaged or incomplete upon return, or missing parts and/or accompanying accessories and documents, the rental period will only end once the object is repaired and/or the missing items are returned, renewed, or replaced. The costs of repair, renewal or replacement are at the expense of the customer. The rental fee remains due till all this work is completed. The above also applies if the customer has made adjustments, modifications, changes, and the like to the interior and/or exterior of the object, to its parts, accessories and/or documents, until such time as these adaptations, modifications, changes and the like are reversed, and the object is restored to its original condition or renewed.

**5.8.** In the event of loss of one or more original vehicle registration documents, the customer will immediately report this loss to the competent authority and provide a certificate of loss to ICTS. All costs, fines etc. will be borne by the customer, including the administrative costs of 100 Euro. As long as ICTS is not in possession of the original vehicle registration documents, the rental period will continue, even if the object has been returned.

**5.9.** The rental fee is adjusted proportionally in accordance with the evolution of the base index, for the first time on 1 January and consequently each consecutive year. To calculate this adjustment, the rental fee valid at the time of the adjustment will be multiplied by the index of consumer prices of the month preceding the month of adjustment, divided by the index of consumer prices of the month preceding the month in which the rental agreement was signed. Should the publication of these figures be suspended, a comparable standard will be used as much as possible. However, the indexation can never lead to a reduction of the last valid rental fee.

**Article 6. Maintenance – Tires – Repair – Loss**

**6.1.** The customer commits to do what is necessary for the object to meet all technical requirements either as required by law, by the manufacturer, or by maintenance and/or repair services. The customer is obligated to enable ICTS to have government mandated inspections or checks of the object carried out in a timely fashion. ICTS is not responsible if the object is not inspected in time.

**6.2.** The customer commits to, for the entire duration of the rental period, let all maintenance and repair, as well as replacement of lost parts of the object, be carried out by ICTS or its subcontractors, unless he has prior written consent of ICTS to do otherwise. However, such consent or refusal cannot give rise to any liability on the

part of ICTS, or authorize the customer not to pay all or part of the rental fees due under the rental agreement.

**6.3.** In case of breakdown, the customer must call +32 50 546 319 for breakdown intervention. If the cause of the breakdown is not due to normal wear and tear, the costs are at the expense of the customer.

**6.4.** In case of damage, part or total loss of the object, a risk of damage, any defect or malfunction of/to the object, the customer must inform ICTS immediately after having noticed this. The customer will accurately inform ICTS of all relevant facts and circumstances. The customer will take all necessary measures to prevent further damage to the object and will comply with ICTS' instructions.

**6.5.** Not a single repair can be carried out without prior consent of ICTS. ICTS' approval for carrying out repairs does not mean that ICTS takes responsibility for the expenses of these repairs. These costs, insofar as not included in maintenance, will be borne by the customer. If the customer can prove that parts are worn or broken due to normal wear and tear of the brakes, tires, undercarriage and other moving parts, or poor maintenance, the repair costs will be borne by ICTS. If ICTS so requests, the customer is obligated to commission an expert to examine the object. The costs of this expert assessment will be borne by ICTS if it turns out ICTS is responsible for the repair, otherwise it will be invoiced to the customer. During the period in which the object is not fit for use due to damage caused by the customer, the customer remains under the obligation to pay the rental fee. Only if the damage is due to poor maintenance which is not the responsibility of the customer, the customer will not have to pay any rental fees during the period of repair, if this period lasts longer than 24 hours and if no replacement object is made available to the customer.

**6.6.** After receipt of the repair estimate for the damage concerned, the customer has 7 working days, as of the mailing date, to respond in writing and, if necessary, to appoint an expert. If ICTS does not receive a written response from the customer, this implies the customer agrees with the damage repair estimate and ICTS will automatically proceed with the repairs in accordance with the estimate. The costs will be borne by the customer.

**6.7.** Tire damage due to gashes, tire carcass tears, blowouts, incorrect tire pressure or damage caused by improper handling by the driver or a third party, as well as tire and rim theft, are at the expense of the customer.

**6.8.** Repairs which have been carried out without the explicit written approval of ICTS will not be reimbursed to the customer. The customer can only be compensated for the costs of repair if the customer has informed ICTS in due time of the loss, defect or damage, and if he has complied with ICTS' instructions in this respect and provided ICTS with the costs of the repair within 7 working days after the date of service.

**6.9.** ICTS takes no responsibility whatsoever regarding the cargo of the object. If the customer brings in the object for repair loaded, the repair and/or transshipment of the cargo will take place entirely at the risk and expense of the customer. The use of ICTS installations, such as e.g. the car wash, is at the customer's own risk.

**6.10.** While awaiting repair or collection, the object will be stored at the sole risk of the customer, who will be responsible for any damage and/or theft during this period.

**6.11.** Complaints related to maintenance and repair work performed by ICTS must, as far as visible defects are concerned, be reported immediately upon receipt of the object, on penalty of invalidity. As far as hidden defects are concerned, these must be reported in writing within 7 working days after their discovery, on penalty of invalidity. In case the customer carries out repairs to the object himself or has repairs carried out by a third party to remedy such defects without informing ICTS in advance and in due time in writing, ICTS shall be relieved of all responsibility.

**6.12.** All materials that need to be replaced due to wear and tear or damage, are considered waste, and the customer cannot demand these materials upon delivery of the object, unless otherwise previously agreed in writing.

#### **Article 7. Availability – Liability**

**7.1.** The customer needs to use the object in accordance with the "prudent man" principle, in compliance with all relevant laws, regulations and ordinances, for the purpose for which it is intended and exclusively for the exercise of his profession or business. The customer declares to respect the normal and legally allowed load capacity of the object, as well as a balanced distribution of the load, and not to load the object with goods that could damage it or make it unsuitable for the transport of other goods.

**7.2.** The customer bears the risk related to the possession, use and custody of the object as of the date of receipt of the object (or in case of delayed pickup, from the day of notification of availability of the object to the customer). The customer, as custodian-holder of the property, is solely responsible, during the entire term of the rental agreement and until the object is returned, for all damages to any third party, whether physical, material or non-material, caused directly or indirectly by the object or through its use, regardless of the cause. The customer assumes responsibility for all complaints, claims and demands of third parties on account of the use of the object, and holds ICTS harmless from and against any third-party recourse.

**7.3.** The customer commits to, with regard to the possession, use and custody of the object, the transport of the stored goods, and the tractor vehicle, respect all present/future laws, regulations and other obligations, ensure that all required permits and documents are available, have to the extent possible been applied for or renewed in time in the name of ICTS at the expense of the customer, and that all taxes and other duties or levies are paid on time.

**7.4.** The customer holds ICTS harmless from and against any unlawful use or operation of the object, and will, at his own expense, comply with and satisfy all territorial regulations and laws, penalties, and fines. The customer will hold ICTS harmless from and against all charges, taxes, fees or levies, regardless of their nature. The customer will indemnify and reimburse ICTS for all claims, liabilities, costs and expenses arising from the use of the object. The customer will owe ICTS, by operation of law and without any notice of default, the reimbursement of all fines or costs, of any nature whatsoever, regardless of the reason, if ICTS had to pay these, plus an administration cost of 5 Euro.

**7.5.** The customer will at all times keep the object well-maintained and operational, in accordance with ICTS' instructions.

**7.6.** The customer is not allowed to put any advertisements on the object and/or make any changes to the object, its parts or accessories, including the license plates, unless ICTS has given its written permission.

**7.7.** If the replacement of parts or accessories is necessary, the customer will only use replacement parts or accessories of the same A-brand and type as the item to be replaced. Any deviation from this stipulation requires the prior written consent of ICTS. All replaced and fitted parts become the property of ICTS, by operation of law and without any compensation from ICTS. These parts may in no way negatively affect the value of the object or its use, in accordance with its purpose, or ICTS will be entitled to restore the object to its original condition at the expense of the customer.

**7.8.** The customer commits to take all possible precautions to prevent the object from being damaged, involved in an accident and/or being stolen. The customer will not allow the object to be used in any improper way. The customer is not allowed to transfer his rights and/or obligations under the rental agreement to a third party without the written consent of ICTS. The object may not be sold, sublet, or made available to third parties, be it free of charge or for a fee (other than for maintenance and repair).

**7.9.** During the rental period, the customer will keep notes in his head office about the location of the object, as well as maintenance and repairs of the object, carried out by the customer by way of exception. The customer is always presumed to be in possession of the object, as of the moment he takes delivery of it until he returns it.

**7.10.** ICTS is entitled to see the object at any time, wherever it may be located, and to check all documents pertaining to the object. The customer irrevocably commits to provide ICTS and/or people appointed by ICTS access to the premises where the object is located, especially in those cases when ICTS is entitled to retrieve the object on the basis of the present general terms and conditions.

**7.11.** ICTS is entitled to demand all information and to conduct an investigation in the condition of the customer's company. To this end, the customer will, at first request, provide its financial statements, such as balance sheet, profit and loss account and explanatory notes, and all interim figures of its company to ICTS.

**7.12.** The customer will inform ICTS in writing in case of a change of name and/or corporate headquarters.

**7.13.** The customer cannot invoke force majeure or theft to evade his obligations.

#### **Article 8. Seizure**

**8.1.** The object is the exclusive property of ICTS. The customer holds the object and/or the documents made available to him harmless from and against any encumbrances, pledges, liens, or similar rights. The customer must notify ICTS by registered letter at once if a third party should seize all or part of the object or should take encumbering measures affecting it. In this case, the customer must notify the third-party seizer that the object is the property of ICTS and defend ICTS' rights.

**8.2.** The customer commits to inform, at the latest on the date of delivery of the rented object, each concerned party by registered letter of the fact that he leases the object. If the customer is not the owner of the premises where the object is housed, be it temporarily or not, or if he ceases to be the owner during the term of the rental agreement, he will immediately inform the owner of the premises that the object does not belong to him, so that it cannot constitute a privilege to the owner of the premises. The customer will immediately send ICTS a copy of the registered letter he sent to the owner of the premises. Any mortgage creditors must be notified in the same manner. The same notification must be made to the holder of the pledge on corporate assets or of any other pledges on the customer's assets as a whole.

**8.3.** If a third party wants to enforce rights with regard to the rented object or subject the object as a whole or part of it to a protective or executive attachment, the customer will immediately inform ICTS by registered letter. In this case, the customer must notify the third-party seizer that the seized object is the property of ICTS. The customer will notify ICTS in the same manner if the object is stolen, or for any reason whatsoever fully or partially seized or if a civil or criminal claim would be made with respect to the object. ICTS is entitled to take all measures it deems necessary to protect its rights, also in the name of the customer. To this end, the customer will provide all documents and information deemed necessary by ICTS. The costs of these measures will be borne by the customer. Also, in the above-mentioned cases the customer will not be entitled to suspend or cease his payment of any compensation to ICTS under the rental agreement, to demand dissolution of the rental agreement or to demand any compensation from ICTS. In case the customer should nevertheless be forced to sign such an agreement, he commits, under penalty of compensation, to submit such agreement for inspection to ICTS in advance, to at least have it expressly stated in such agreement that the object and/or documents provided are not the property of the customer but of ICTS, and to immediately and in advance provide ICTS with a bank guarantee from an accredited banking institution equal to the purchase value of the object that is the subject of such agreement, increased by 35% to cover the costs of the defense and/or other costs, for the benefit of ICTS as a safeguard in case the third party exercises its right of retention and/or similar right on the object leased by ICTS and/or the documents made available by ICTS. The sole fact that a third party exercises a lien and/or similar right will authorize ICTS to immediately collect the bank guarantee, and this at ICTS' first request to the provider of the bank guarantee. If the incurred damages exceed the value of the bank guarantee, ICTS at all times retains the right to claim the difference from the customer.

#### **Article 9. Retention of title – Lien**

**9.1.** All vehicles, materials, supplies and executed work remain the property of ICTS until all invoices are paid in full. This also applies if ICTS' work, deliveries, goods or materials constitute only a part of a larger whole of which the ownership or parts thereof do not belong to ICTS.

**9.2.** ICTS retains the right to suspend delivery of goods and/or services as long as amounts due by the customer remain unpaid, regardless of the reason.

**9.3.** The fees for maintenance and repair work are due immediately and payable after execution. ICTS has a right of retention of the goods and/or documents entrusted to them in the context of the delivery of its services. The customer who repeatedly does business with ICTS acknowledges that this takes place within the framework of a continuous and indivisible agreement between the customer and ICTS, by virtue of

which the right of retention is conventionally extended to the entirety of goods and/or documents in possession of ICTS at the moment of exercising the right of retention.

**Article 10. Insurance**

**10.1.** The customer is solely responsible for all damages, loss, theft, and partial or total destruction of the object, regardless of the cause, even in cases of coincidence or force majeure, for the entire duration of the rental agreement and until the object is returned. The customer commits to insure the object at his expense, and to keep it insured, unless otherwise agreed in the rental agreement, with an insurance company recognized by the FSMA (Financial Services and Markets Authority), against civil liability for all damage caused by the object or by its use to goods or people, and against all risks, material damage, fire, loss or theft, for the full coverage (full casco) of the object up to the amount of the value of a new object, from the moment the object leaves the ICTS depot at the beginning of the rental period until the moment the object is returned in its original condition, with the exception of normal wear and tear of the brakes, tires, undercarriage & other moving parts. All costs for the insurance are borne by the customer and are paid directly by him.

**10.2.** The customer commits to strictly comply with all conditions stated in the insurance contracts, as negligence in this respect will make him liable to ICTS. The customer will not allow the object to move outside the national borders as determined in the insurance policy.

**10.3.** The insurance policy needs to mention that ICTS is the lessor of the object and consequently is the beneficiary of the policy. All restitutions resulting from this policy are due ICTS. Exemptions, deductibles, exclusions, and non-insured risks are at the expense of the customer.

**10.4.** The customer commits to present a valid insurance certificate of the underwritten policies to ICTS at the start of the rental period. The customer will immediately, at ICTS' first request, prove to comply with its premium obligations by producing premium payment receipts or other documents, and will provide the insurance policies for inspection. If the customer cannot, within 14 days after ICTS' request, prove to have taken out the required insurance policies, ICTS, as owner of the object, is entitled to take on these risks for the remaining term of the rental agreement, provided they inform the customer in writing of the start date, in which case the customer will be obliged to pay ICTS the insurance premiums of the insurance taken out by ICTS. However, the customer always remains fully responsible in terms of civil liability for the object as well as for its insurance.

**10.5.** The customer will immediately inform ICTS of any accident, damage, defective operation, loss, theft, protective or enforced seizure of the object by registered letter, in which he mentions the time, place and nature of the accident or loss as well as the extent of the damage. The customer will also share the names and addresses of all parties involved. The customer will also provide a copy of all police reports, damage reports, insurance policies and a declaration that ICTS is the beneficiary of the insurance. If the insurance was taken out by ICTS, a copy of all police and damage reports is enough. The customer commits to identify ICTS as the lessor of the object to all relevant parties.

**10.6.** In case of total loss, theft, seizure or confiscation of the object, the customer will continue to pay the rental fee to ICTS until the replacement value of the object has been reached, or until ICTS has received the written confirmation from the insurance company that it will pay ICTS the replacement value of the object. If the object is still found or released, the customer will continue to pay the rental fee until the object has been returned to ICTS, taking into consideration that, if the object is incomplete or damaged and parts and/or accessories and documents are missing, the rental period will only end once the object has been repaired and/or the missing items have been returned, renewed, or replaced. The rental fee remains due until this work has been completed.

**10.7.** The customer will fully indemnify ICTS for any damage ICTS may suffer due to total or partial loss of or damage to the object regardless of the cause of this damage or loss. Should the object be irreversibly damaged, stolen or lost, or to be considered as such, the customer will compensate ICTS for all damages not covered by the insurance.

**Article 11. Geographic restrictions**

The customer may not use the object in Iraq, Kuwait, Syria, Israel, Iran, Lebanon, Bahrain, Oman, Jordan, Saudi Arabia, Yemen, the United Arab Emirates and Africa. ICTS retains the right to change the list of geographic restrictions without prior notice.

**Article 12. Warranty**

On account of ICTS' deliveries, the warranty is limited to the free repair and/or replacement of the defective object if so required, without the customer being able to claim any compensation. ICTS rejects any form of warranty regarding the use of the object. The customer frees ICTS without restriction from any recourse in connection with the object. In case of manufacturing, construction or material defects, only the warranty that ICTS itself has obtained from the manufacturer and/or supplier is applicable.

**Article 13. Termination**

**13.1.** If the rental agreement is terminated, for whatever reason, the customer must, at his expense, return the object to the depot of delivery, during business hours, in good working order and well-maintained, except for normal wear and tear of the brakes, tires, undercarriage and other moving parts, accompanied by all documents, accessories and equipment present at the time of delivery. Any damage not due to normal wear and tear is at the expense of the customer. The object must be returned at the latest on the last working day of the rental period and, in case of early termination, within 3 working days after the end date. In case of delayed return of the object, the customer will need to pay a rental penalty of three (3) times the contractually agreed rental fee per day per object that is returned late.

**13.2.** If the customer omits or refuses to return the object to ICTS, ICTS is entitled to immediately collect the object without formalities, no matter its location, at the expense of the customer, without the customer being entitled to claim any indemnification from ICTS on any account whatsoever.

**13.3.** If, upon termination of the rental agreement, the object is still loaded with goods, and these have not been collected by the customer within 14 days after ICTS' request to that effect, ICTS is entitled to either keep the goods, store them for the account of

the customer, sell them by public auction, use the proceeds to offset any debt obligation of the customer, and keep the remainder for the loaded goods' stakeholders. If the goods are perishable, ICTS is entitled to sell them immediately and to use the proceeds of the sale to offset the costs of preservation and sale of these goods, and any debt obligation of the customer. All expenses and risks of removal, collection and cleaning will be borne by the customer.

**13.4.** ICTS has the right to terminate the rental agreement without notice period, proof of default, or any formality or compensation, but by simple notification by registered letter in one of the following cases:

- If the customer stops paying, asks for deferred payment, a payment plan or protection from his creditors, if an attachment is carried out at his expense, and more generally, when the solvency or financial situation of the customer has evolved in such a way that ICTS fears for the correct outcome of the transaction;
- If insurance premiums are not being paid;
- If the required security deposit is not paid within 14 days from the date of signature of the rental agreement;
- If the customer ceases his professional activity, enters into a merger or is dissolved;
- In case of demerger, absorption, liquidation or change of shareholder structure of the customer's company;
- If the customer is in a situation in which his debts can immediately be claimed by operation of law;
- In case of protective attachment or seizure of the customer's assets or of the object;
- In case of non-compliance with any obligation entered into by the customer.

In addition, the rental agreement is terminated by operation of law at the expense of the customer on the date of the bankruptcy judgment in the event of the customer's bankruptcy. In all of the above-mentioned cases of termination, ICTS may reclaim the object without any formality. The customer must cooperate to make the object available to ICTS, or he will bear the consequences of this negligence: all costs will be borne by him (transport, insurance, etc...).

**13.5.** In case of early termination of the rental agreement by operation of law, or by registered letter by ICTS or the customer, on the termination date the customer will need to pay a compensation equal to 80% of the remaining rental fees and charges, which were due till the original end date of the rental agreement. In addition, the customer will owe a re-letting fee of three (3) monthly rental installments, without prejudice to ICTS' right to demand higher compensation if higher damages can be demonstrated.

**Article 14. Miscellaneous**

**14.1.** ICTS is entitled to transfer its existing legal relationship with the customer and rights resulting from the rental agreement or the object, whether or not in advance, to third parties or to encumber them in favor of third parties. By signing the rental agreement, the customer agrees in advance to such a transfer or encumbrance and declares that he will unconditionally respect the ensuing rights of the assignee or beneficiary. The customer will, at first request, hand over the object at a location designated by the third party, without being entitled to claim any lien, if the third party claims the object because ICTS has failed its obligations towards this third party, and the rental agreement will be dissolved by operation of law. If the customer wants to continue to use the object, he needs to, at first request of this third party, conclude a rental agreement with this third party for the remaining term and at the same conditions of the rental agreement concerned.

**14.2.** The customer irrevocably accepts that ICTS keeps a scanned copy of the rental agreement on record and that it has the same legal validity as the original.

**14.3.** For each contractual change the customer requests during the term of the rental agreement, he will be charged 30 Euro administrative costs.

**14.4.** All present or future rights, charges, costs, professional fees, taxes, fines and levies as well as their related interest and all their ancillary sums, arising directly or indirectly from the rental agreement and its execution, including those relating directly or indirectly to the object as well as all legal or other costs that may arise as a result of disputes in connection therewith, possibly also with third parties, are at the expense of the customer and must be paid by him.

**14.5.** ICTS processes personal data with care and adheres to all applicable international and national regulations in this respect. In case the customer has provided personal data to ICTS, the customer must inform the person whose data he has shared about this. The customer must inform this person about the way in which ICTS processes personal data, as described in the ICTS Privacy Statement, which can be found on ICTS' website [www.icts-group.eu](http://www.icts-group.eu)

**14.6.** Any invalidity or unenforceability of any of the provisions of these general terms and conditions and/or the rental agreement will not affect the validity and enforceability of the remaining provisions. In this case the parties will replace the invalid or unenforceable provision by one or more new provisions which will allow them, to the extent possible, to achieve a similar result.

**Article 15 – Applicable jurisdiction – Competent court**

All relationships between ICTS and its customers are governed by Belgian Law. Any dispute will be settled by the competent courts of ICTS' registered office.