



**GENERAL TERMS AND CONDITIONS**  
**FLEX IT RENT B.V.**

**1. Definitions**

|                              |                                                                                                                                                                                                                                                                                                                                                                                                  |
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| "Authority"                  | the independent and public Data Protection Authority established by a Member State on the basis of Article 51 GDPR;                                                                                                                                                                                                                                                                              |
| "Controller"                 | the entity that determines the purposes and means of the processing of Personal Data;                                                                                                                                                                                                                                                                                                            |
| "Customer"                   | the other party with whom Flex IT Rent concludes any agreements and/or orders                                                                                                                                                                                                                                                                                                                    |
| "Data Breach"                | a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise processed;                                                                                                                                                                                                    |
| "Data Subject"               | the individual to whom Personal Data relates;                                                                                                                                                                                                                                                                                                                                                    |
| "Direct Loss"                | a material damage directly caused by the action or omission of Flex IT Rent, including the reasonable and demonstrable costs incurred by the Customer in preventing or minimising such damage. Explicitly excluded is any liability of Flex IT Rent for indirect damages, such as but not limited to, consequential loss, reputational damages and loss of business opportunities and customers. |
| "Flex IT Rent"               | Flex IT Rent and Rentfactory, trade names of Flex IT Rent B.V., registered with the Dutch Chamber of Commerce under number 66982804 and having its registered address at Zaalbergweg 9, 2314 XS Leiden, the Netherlands, and/or its affiliated subsidiaries/companies as described in the Netherlands Civil Code, Book 2, Articles 24a up to and including 24b                                   |
| General Terms and Conditions | These Flex IT Distribution general terms and conditions or these terms and conditions;                                                                                                                                                                                                                                                                                                           |



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|---------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| "GDPR"              | the General Data Protection Regulation, in full: Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC;                                                           |
| "License"           | an explicit written license from Flex IT Rent to the Customer                                                                                                                                                                                                                                                                                                   |
| "Personal Data"     | any information relating to an identified or identifiable natural person ('Data Subject');                                                                                                                                                                                                                                                                      |
| "Processing"        | any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction; |
| "Processor"         | the entity which processes Personal Data on behalf of the Controller;                                                                                                                                                                                                                                                                                           |
| "Sub-processor"     | any entity engaged by the Processor that processes Personal Data;                                                                                                                                                                                                                                                                                               |
| "Third Party"       | a natural or legal person, public authority, agency or body other than the Data Subject, Controller, Processor and persons who, under the direct authority of the Controller or Processor, are authorized to process Personal Data.                                                                                                                             |
| In Writing/Written: | In Writing or by email.                                                                                                                                                                                                                                                                                                                                         |

## 2. Applicability

- 2.1 These terms and conditions are applicable to every offer, sale, rental and lease of Goods (both material and non-material in nature), services and supplies, as well as those purchases of Goods made by to third parties, and to all work undertaken on behalf of the Customer, as well as to all agreements in the broadest sense of the word entered into with third parties by Flex IT Rent ("**Goods**"), with explicit exclusion of any general terms and conditions of the Customer.
- 2.2 These terms and conditions apply within and outside of the Netherlands, irrespective of the residence or domicile of the parties to any agreement and irrespective of the place where the agreement is formed, carried out or should be enforced.



- 2.3 These terms and conditions may be invoked also by Flex IT Rent's directors, employees, agents and subcontractors. These terms and conditions apply also to non-contractual claims.
- 2.4 Flex IT Rent has the right to amend these General Terms and Conditions and to declare the amended General Terms and Conditions applicable to the existing relationship between the Parties. The Customer will be informed of the introduction of the new General Terms and Conditions and their effective date In Writing.
- 2.5 If any provision of these terms and conditions is invalid or is declared invalid, the other provisions of these terms and conditions will remain in force unchanged. Flex IT Rent and the Customer shall then mutually agree on new provisions to replace the void or annulled provision. In doing so, the purpose and meaning of the void or annulled provision must be taken into account as much as possible.

### **3. Offers, orders and agreements**

- 3.1 Flex IT Rent shall provide all offers, quotations, cost and delivery time estimates with due care and to the best of its knowledge. However, any errors and/or omissions cannot always be excluded and shall not be binding for Flex IT Rent nor can Flex IT Rent be held liable for such. Upon discovery of any errors and/or omissions by Flex IT Rent, the Customer shall inform Flex IT Rent about this as soon as practically possible. Unless communicated otherwise, the offers from Flex IT Rent shall remain valid for a maximum period of four (4) weeks.
- 3.2 The rental and lease agreements for the products are concluded for a period as stated in the order. Before the end of the rental period, the Customer must inform Flex IT Rent whether it wishes to return and/or request a pick-up for the products. If the Customer fails to do so, the rental term shall be automatically extended for the same period and under the same conditions.
- 3.3 The legal and economic title to the Goods shall at all times remain with Flex IT Rent.
- 3.4 The applicable VAT, the means of transport and freight costs will be confirmed per order prior to shipping.
- 3.5 Unless explicitly agreed otherwise in writing, all offers and/or orders from the Customer shall be considered final. The orders and/or agreements and/or changes thereto shall become binding for Flex IT Rent upon written confirmation by Flex IT Rent.
- 3.6 Only the managing directors and/or explicitly authorized proxyholders can validly conclude agreements on behalf of Flex IT Rent. Flex IT Rent shall therefore not be bound by any agreements signed on its behalf by non-authorized personnel. Flex IT Rent's sales team is authorised to send quotations and/or order confirmations in the regular course of business on behalf of its managing directors and/or proxyholders, insofar these General Terms and Conditions remain applicable thereto.
- 3.7 Flex IT Rent shall be entitled to sell, assign, encumber and/or subcontract any of its rights and obligations deriving from the agreement(s) with the Customer.
- 3.8 The Customer shall only be entitled to sell, assign, encumber and/or subcontract any of its rights and obligations deriving from the agreement(s) with Flex IT Rent after Flex IT Rent's prior written approval, which approval shall not be unreasonably withheld.

### **4. Invoices and payment term and payment arrangement**



- 4.1 All agreements shall be entered into by Flex IT Rent subject to the condition precedent that the Customer, at the exclusive discretion of Flex IT, appears to be sufficiently creditworthy for the financial performance of the agreement.
- 4.2 Flex IT Rent shall issue a separate invoice to the Customer for each order and/or subsequent rental period. In case of partial deliveries and/or multiple rental periods, Flex IT Rent shall be authorized to also issue partial invoices. Unless agreed otherwise, the invoice shall in any case specify the Goods, the price in euros and the payment term. Unless parties agree otherwise, the standard payment term shall be fourteen (14) days.
- 4.3 If the Flex IT Rent invoices are not paid within the applicable payment term, the Customer shall be in default by operation of law, without a further notice of default being required. Flex IT Rent shall charge to the Customer a statutory commercial interest (*wettelijke handelsrente*) as referred to in article 6:119a of the Dutch Civil Code (*Burgerlijk Wetboek*) as from the moment the invoices fall overdue.
- 4.3.1 In addition, the Customer shall, upon first request, provide Flex IT Rent with a complete and accurate list of the exact location of all Goods delivered and owned by Flex IT Rent. If the Customer fails to comply with this obligation, the Customer shall forfeit to Flex IT Rent an immediately payable penalty of EUR 1,000 (one thousand euros) per day that the breach continues, up to a maximum of EUR 10,000 (ten thousand euros), without prejudice to Flex IT Rent's right to claim full compensation for damages suffered.
- 4.3.2 If the invoices remain unpaid, Flex IT Rent reserves the right to claim reasonable extrajudicial costs and damages as from the moment that the Customer is in breach, to be calculated according to the Dutch scheme of extrajudicial debt collection costs (*Staffel Buitengerechtelijke Incassokosten*), pursuant to the Dutch debt collection compensation regulation (*Besluit vergoeding voor buitengerechtelijke incassokosten*), in force as per 1 July 2012.
- 4.4 As long as the Customer is in default regarding its payment obligations or any other obligations as set out in these General Terms and Conditions and/or any other agreement between the parties, Flex IT Rent shall be entitled to suspend its delivery and/or transport obligations, and to retrieve any of its rental equipment whether or not related to the payment default from the Customer's premises or the premises of the Customer's customer, without incurring any liability. The Customer shall fully cooperate with such retrieval upon first request. If the Customer fails to do so, the Customer shall forfeit an immediately payable penalty of EUR 1,000 (one thousand euros) per day that the breach continues, up to a maximum of EUR 10,000 (ten thousand euros), without prejudice to Flex IT Rent's right to claim full damages.
- 4.4.1 The costs of retrieving the equipment shall be borne by the Customer. This shall not affect Flex IT Rent's right to invoice the full rental period. If the rental equipment is not made available for collection in accordance with Flex IT Rent's instructions and this is attributable to the Customer, Flex IT Rent shall be entitled to invoice the replacement value of the equipment, unless the failure is due to force majeure.
- 4.5 If the Customer's credit history gives rise thereto, Flex IT Rent has the right, at its sole discretion, to request an advance payment for the orders or additional security for the Customer's payment obligations.
- 4.6 Flex IT Rent is authorized to offset any amounts due from the Customer or its affiliated companies.
- 4.7 The Customer shall not offset any amounts on the due invoices. Any claims from the Customer shall be directed in writing to Flex IT Rent. If Flex IT Rent, in its sole discretion, approves the submitted claim, it shall provide the Customer with a credit note.



- 4.8 Any invoices issued by the Customer to Flex IT Rent (for example pursuant to rebate agreements, agreed discounts, (re)purchase of Goods, transport orders, provided services or similar) shall be sent to Flex IT Rent no later than six (6) months after the date of occurrence or delivery. After expiry on this period, Flex IT Rent shall no longer accept the invoice and the Customer's right to payment shall elapse.
- 4.9 If Flex IT Rent and the Customer have agreed on a written payment arrangement for the settlement of the total outstanding amount (hereinafter: the "**Payment Arrangement**"), the following conditions shall apply:
- 4.9.1 If the outstanding amount specified in the Payment Arrangement has not been fully paid by the agreed due date, the Customer agrees to provide all reasonable cooperation to facilitate alternative security measures for the benefit of Flex IT Rent, such as the assignment or novation of relevant third-party receivables or agreements, provided such actions are legally permissible and subject to the prior written consent of the relevant third parties.
- 4.9.2 To safeguard its ownership rights under the operational lease, the Customer agrees to maintain a complete and accurate list of the exact location of all Goods delivered and owned by Flex IT Rent that are related to the outstanding or accrued amounts. The Customer shall provide this list to Flex IT Rent upon written request, or periodically if so, agreed in writing, for purposes including but not limited to insurance coverage, traceability, and asset protection.

## 5. Transport, delivery & risk and return of equipment, software or other materials

### 5.1 Retention of title, prohibition of right of pledge:

- 5.1.1 All Goods shall remain the property of Flex IT Rent until all amounts payable by the Customer under the agreement including purchase price, rental fees (if applicable), interest, and costs have been paid in full. This retention of title shall also apply to any new goods resulting from processing, combination, or integration of the delivered Goods to the extent permitted by law;
- 5.1.2 The Goods may be used by the Customer only in the context of its normal business operations and in accordance with the agreement. The Customer is not permitted to establish any pledge, lien, or other security right over the Goods (nor have such right established by a third party), nor may the Goods serve as security for any third-party claim;
- 5.1.3 If the Customer is in default of its payment obligations or any other contractual obligations, Flex IT Rent shall be entitled to retrieve any of its Goods, whether or not related to the default, from the Customer's premises or from the premises of the Customer's customer, without incurring any liability. The Customer shall, upon first request, fully cooperate with such retrieval. If the Customer fails to do so, the Customer shall forfeit to Flex IT Rent an immediately payable penalty of EUR 1,000 (one thousand euros) per day that the breach continues, up to a maximum of EUR 25,000 (twenty-five thousand euros), without prejudice to Flex IT Rent's right to claim full damages;
- 5.1.4 The costs of retrieving the Goods shall be borne by the Customer. Retrieval shall take place in accordance with applicable laws and regulations and during reasonable business hours. This shall not affect Flex IT Rent's right to invoice any applicable rental or other fees in full. If the Goods are not made available for collection in accordance with Flex IT Rent's instructions and this is attributable to the Customer,



- Flex IT Rent shall be entitled to invoice the replacement value of the Goods, unless the failure is due to force majeure.
- 5.2 Unless explicitly agreed otherwise, Flex IT Rent shall determine the means of transport and packaging.
- 5.3 Flex IT Rent strives to have the Goods delivered at the agreed place one working day before the rental commencement date. However, the delivery time estimates provided by Flex IT Rent are indicative and the Customer cannot derive any rights from it. Flex IT Rent will inform the Customer as soon as practically possible in case of any (expected) delays. It remains the responsibility of the Customer to place the order with reasonable advance considering the requested delivery place. In no event shall Flex IT Rent be liable towards the Customer or any third party for losses of any kind due to delayed deliveries.
- 5.4 The Customer shall ensure to collect and/or accept the Goods at the agreed time and place of delivery and ensure a proper accessibility of the place where the Goods should be delivered. If the Customer fails to do so, it shall bear the additional cost for a new delivery and the storage costs.
- 5.5 The risk to the Goods shall pass to the Customer at the moment of delivery. A delivery note from the carrier shall serve as a proof of delivery.
- 5.6 During the entire rental period, the full risk of the rented equipment, software, or other materials shall be for the Customer's account, regardless of the cause of any damage, including events of force majeure on the part of the Customer. The Customer shall be obliged to compensate Flex IT Rent for all loss or damage on the basis of the reasonable replacement value, unless the equipment can be repaired at lower cost, in which case the Customer shall be liable for the reasonable repair costs. Flex IT Rent shall determine, acting reasonably, whether repair or replacement is appropriate. The Customer shall maintain adequate insurance coverage for the rented equipment against common risks, including but not limited to loss, theft, fire, and accidental damage.
- 5.7 The Customer shall inspect the Goods at the moment of delivery and notify the carrier, i.e. state it explicitly and detailed on the delivery note if any Goods arrived damaged.
- 5.8 The Customer shall ensure to treat the rental equipment with due care and to look after it properly. This includes that the Customer shall take out a proper liability insurance to cover the usual risks, such as but not limited to risk of loss, fire, damage and theft. Any damages shall be insured by the Customer and invoiced by Flex IT Rent against replacement value, unless the equipment can be repaired by Flex IT Rent in which case only the reparation costs will be due. For the avoidance of doubt, Flex IT Rent shall determine in its sole and absolute discretion whether the equipment can be repaired and what the reparation costs are. The Customer is not allowed to have the equipment repaired by any other party than Flex IT Rent.
- 5.9 During the rental period, Flex IT Rent shall be entitled to inspect the condition and manner of use of the rented equipment, software, or other materials. The Customer shall grant Flex IT Rent access upon prior written notice and during regular business hours. If the equipment is re-rented to third parties, the Customer shall ensure that appropriate arrangements are made to allow such inspections, where legally permissible and with due consideration to third-party rights.
- 5.10 Return of equipment, software, or other materials  
At the end of the rental period, the Customer shall return the rented equipment, software, or other materials to the warehouse of Flex IT Rent during business hours, in their original, cleaned and complete condition.
- 5.10.1 If the returned goods are not clean and/or are damaged, the Customer shall compensate Flex IT Rent for the reasonable costs of cleaning and/or repair. Upon



return, the Customer may request a joint inspection or an expert opinion regarding the condition of the goods. If no such inspection takes place within a reasonable time, Flex IT Rent's documented findings shall be deemed conclusive evidence of the condition of the goods and the resulting costs, unless the Customer submits written objections within five (5) working days of receipt of the invoice. Such objections must be specific, substantiated with clear evidence (including dated photographs, inspection reports, or other objective documentation), and received by Flex IT Rent within the stated period. Failure to object within this timeframe shall constitute irrevocable acceptance of Flex IT Rent's assessment and invoice

- 5.10.2 During the time reasonably required to clean and/or repair the returned equipment, software or other materials, the Customer shall continue to owe rent in accordance with the applicable rental agreement, provided that Flex IT Rent makes reasonable efforts to mitigate the duration and costs of such repair or cleaning.
- 5.11 Before returning the rental equipment, the Customer shall ensure that the Goods are properly packed. This includes carefully placing the equipment in the original packaging and securely locking it in the crates provided by Flex IT Rent.
  - 5.11.1 If any of the supplied crates or locks are missing upon return, Flex IT Rent shall be entitled to charge the Customer the reasonable replacement costs of the missing items. All packing materials supplied in connection with the rental agreement shall remain the property of Flex IT Rent. If any packaging material is missing upon return of the equipment, software or other materials, Flex IT Rent may invoice the Customer for the replacement cost per missing item Goods
- 5.12 The Customer shall also ensure that any and all passwords and log-in details (such as iCloud) are removed from the devices. If the passwords and/or log-in details have not been removed and this results in the device(s) becoming inaccessible for further use, Flex IT Rent shall invoice the replacement value of the respective device(s) to the Customer.
- 5.13 If the Goods are not available for pick-up at the agreed time and place on the expiry date or have not been received in full or in good condition, the expiry date shall be deemed to have been reached only at the moment the Customer returns the Goods to Flex IT Rent in full, in good and cleaned condition.

In such case, Flex IT Rent shall have the right, depending on the circumstances, to either:

  - I. consider the rental term prolonged and charge the Customer for the extended period and any additional transport costs, or
  - II. invoice the replacement value of the equipment, but only if the equipment is lost, permanently inaccessible, or damaged beyond reasonable repair.

Flex IT Rent reserves the right not to renew the rental agreement in case of non-payment after the agreed expiry date. Flex IT Rent shall not be obliged to provide a motivation for such decision unless required by law.
- 5.14 Upon return of the Goods, the risk to the Goods shall pass back to Flex IT Rent at the moment of transmission of the equipment to Flex IT Rent, by handing it over to the Flex IT Rent driver (external transport companies excluded) or at the moment of delivery in the warehouse. Flex IT Rent shall inspect the Goods after they have arrived in the warehouse. In case any items turn out to be damages and/or not working properly anymore, Flex IT Rent shall inform the Customer about this at a later moment, but as soon as practically possible.

## 6. Returns



- 6.1 At the end of the rental period, the Customer is obliged to return the rented equipment, software or other materials, during office hours, in its original and cleaned condition. Not visible damages and problems with the functionality of the equipment must be notified by the Customer to Flex IT Rent within twenty-four (24) hours upon delivery or first occurrence.
- 6.2 If the damage and/or product failure is not attributable to the Customer and does not result from any cause listed in the following paragraph, Flex IT Rent shall, as long as reasonably and commercially feasible taking into account availability, remaining rental period, and proportionality of costs, endeavour to provide the Customer with replacement products of the same type or, if unavailable, of similar specifications to the equipment in the original order.
- 6.2.1 Flex IT Rent may, at its discretion, repair the defective products instead of replacing them. If replacement or repair is impossible or commercially unreasonable, Flex IT Rent shall issue a credit note for the proportionate rental value of the defective products for the period in which they could not be used. This remedy shall be the Customer's sole and exclusive remedy in respect of such defect or failure, without prejudice to Article 7.
- 6.3 Any products with damages and/or defects which occurred due to any of the following circumstances, shall not be eligible for replacement and/or credit. The Customer shall carry this risk and shall be held liable for reimbursement of the damages in accordance with chapter 4 of these terms and conditions:
- Improper use or inadequate preparation of the site where the Goods should be installed;
  - Changes or inadequate system maintenance (unless carried out by/with approval of Flex IT Rent);
  - Defects and/or other limitations caused by non-Flex IT Rent products that affect the functioning of the systems for which Flex IT Rent provides support or service;
  - Data loss or downtime of systems;
  - Malicious software (virus, worm, etc.) which has not been introduced by Flex IT Rent or against which the Customer has not taken the reasonably expected protection measures, for example in the form of up-to-date virus protection and firewall software;
  - Misuse, negligence, accident, fire, water or dust damage, power failures, transport by the Customer or other causes beyond the influence of Flex IT Rent.

## 7. Cancellation, Suspension and Termination

- 7.1 Flex IT Rent shall have the right – at its own discretion – to immediately cancel, suspend or terminate its obligations deriving from the order(s) and/or agreement(s) without being liable towards the Customer, if:
- (a) Despite having received a notice of default from Flex IT Rent, the Customer remains in breach to fulfil any of its obligations towards Flex IT Rent, whether or not connected to the respective order(s) and/or agreement(s);
  - (b) The Customer has been declared bankrupt or filed for a suspension of payments (*surséance van betaling*);
  - (c) In Flex IT Rent's opinion, the Customer has suffered a material adverse change;



- (d) The Customer has suffered any change in its direct or indirect ownership or control within the meaning of the SEC's Merger Code 2015 (*SER Fusiegedragsregeles 2015*);
  - (e) The Customer has breached any of its representations or warranties, and/or has issued any false or misleading statements, and/or has otherwise acted fraudulently or with gross negligence, and/or has become reasonably linked to serious misconduct (such as criminal activity, regulatory violations, fraud, or sanction list inclusion), in such a way that continuing the business relationship with the Customer could reasonably and demonstrably pose a risk to Flex IT Rent's compliance obligations, legal position, or reputation.
- 7.2 If Flex IT Rent exercises its cancellation/suspension/termination right under paragraph 7.1, all due invoices from Flex IT Rent shall become immediately due and payable.
- 7.3 In the event of immediate termination of the lease or rental agreement pursuant to Article 7.1, the Customer shall owe Flex IT Rent compensation equal to the sum of the remaining lease instalments specified in the agreement, to the extent such amounts represent Flex IT Rent's actual loss. Flex IT Rent shall, upon the Customer's request, provide a reasonable specification of the damages claimed. This is without prejudice to Flex IT Rent's right to claim additional demonstrable damages.
- 7.4 If Flex IT Rent cancels, suspends and/or terminates any order(s) and/or agreement(s) due to circumstances as described in article 7.1(a) or 7.1(e), the Customer shall be fully liable for any damages suffered by Flex IT Rent.
- 7.5 In case of immediate termination of the lease or rental agreement, Flex IT Rent shall be entitled retrieve any equipment, software or other materials owned by it without undue delay. The Customer hereby undertakes to grant Flex IT Rent, or any party designated by it, access to the relevant equipment, software or materials and to provide full cooperation in the retrieval process. All reasonable costs actually incurred by or on behalf of Flex IT Rent in connection with such retrieval shall be borne by the Customer. Retrieval shall take place in consultation with the Customer and with due regard to applicable laws and regulations.
- 7.6 In case of a force majeure situation, Flex IT Rent can, at its own discretion, suspend and/or cancel its obligations towards the Customer, without this resulting in any liability for Flex IT Rent. In case of cancellation due to force majeure circumstances at the side of Flex IT Rent, Flex IT Rent shall reimburse the (pre)paid amounts to the Customer.
- 7.6.1 A force majeure situation is for example (but not limited to) acts of God, war, war risk, terror attacks, riots, disturbances, state of natural disaster certified by an independent body, epidemic or pandemic recognized by the public authorities; delays in the supply of materials or dispatch of a finished product; sickness of a number of employees such that compliance is reasonably not possible; strikes, industrial conflicts, lockout or similar actions within or against Flex IT Distribution, its suppliers or non-employees; other problems with production or supply on the part of Flex IT Distribution or its suppliers and/or problems with transport by Flex IT Distribution or by third parties, such as, but not limited to operational breakdowns, delayed deliveries/shipments on the part of Flex IT Distribution's suppliers (including intra-group suppliers), shortages of energy supplies or materials, and traffic disruptions to the extent that the events were unforeseeable, as well as strikes, legal blockades/seizures/arrests, government orders, acts of government (including decisions to close businesses, shops and restrictions on opening, partial or general, taken to combat epidemics or pandemics), default of supplies or inability to obtain materials and all instances of force majeure; damage to the production due to fire,



- storm or any other extreme unforeseen cause, total or partial destruction of the premises of one Flex IT Distribution certified by an independent third party; any action taken by a national or international person in authority.
- 7.7 Unless agreed otherwise in writing, in cases other than described in article 7.1 and 7.4, Flex IT Rent shall have the right to terminate any agreement(s) with thirty (30) days prior written notice without being liable towards the Customer.
- 7.8 The Customer shall be entitled to cancel the orders and/or terminate the agreement on the following conditions:
- (a) if, in cases other than described in subparagraph (c) below, the Customer cancels a placed order and/or terminates the agreement *more* than seven (7) days before the rental commencement date, the Customer shall pay to Flex IT Rent a compensation in the amount of 50% of the value of the cancelled part of the order and/or agreement;
  - (b) if the Customer cancels a placed order and/or terminates the agreement *less* than seven (7) days before the (rental) commencement date, the Customer shall pay to Flex IT Rent a compensation in the amount of 100% of the value of the cancelled part of the order and/or agreement;
  - (c) if the Customer cancels a placed order and/or terminates the agreement for which Flex IT Rent specifically purchased Goods for the benefit of the Customer, the Customer shall pay to Flex IT Rent a compensation in the amount of 100% of the value of the cancelled part of the order and/or agreement, regardless the moment of cancellation. Flex IT Rent shall always advise the Customer before confirming the order whether this is the case.

## 8. Flex IT Rent's liability

- 8.1 Flex IT Rent's liability shall be limited to the obligations expressly set out in these General Terms and Conditions. Flex IT Rent shall not be liable for any defects in the rented equipment, software, or other materials, whether visible or hidden, except to the extent such defects are the direct result of intent or wilful recklessness (opzet of bewuste roekeloosheid) on the part of Flex IT Rent.
- 8.2 The Customer shall not be entitled to suspend payment of rental fees, nor to dissolve the rental agreement and/or claim damages, except where such remedies are mandatory under applicable law and the breach is attributable to Flex IT Rent. Any claim by the Customer must be submitted in writing within five (5) working days of the date the defect could reasonably have been discovered, failing which all rights in respect thereof shall lapse.
- 8.3 Flex IT Rent shall not be liable towards the Customer other than in case of gross negligence, in which case Flex IT Rent's liability for the Customer's direct damages per event or a series of related events with the same or similar cause, irrespective the legal base of such claim(s), shall be limited to the amount of the respective invoice, but shall in no case exceed an amount of EUR 25.000 or limited to the liability that the supplier/manufacturer of the relevant equipment, software or other materials has towards Flex IT Rent, as reflected in the general terms and conditions of the relevant supplier/manufacturer.
- 8.4 The Customer's right to claim damages shall elapse after one (1) year after the respective delivery and/or performance of the contract by Flex IT Rent.
- 8.5 Flex IT Rent can only be liable for Direct Loss.
- 8.6 In no event Flex IT Rent shall be liable for any damages suffered by third parties. The Customer hereby indemnifies and holds Flex IT Rent harmless, its affiliated companies,



and its respective directors, representatives, agents, employees and subcontractors for any and all claims from third parties (whether directed to the Customer or Flex IT Rent) in connection with the performance of the agreement by Flex IT Rent or the delivered Goods.

- 8.7 In case of a force majeure situation, Flex IT Rent can, at its own discretion, suspend and/or cancel its obligations towards the Customer, without this resulting in any liability for Flex IT Rent. In case of cancellation due to force majeure circumstances at the side of Flex IT Rent, Flex IT Rent shall reimburse the (pre)paid amounts to the Customer.
- 8.7.1 A force majeure situation is for example (but not limited to) acts of God, war, war risk, terror attacks, riots, disturbances, state of natural disaster certified by an independent body, epidemic or pandemic recognized by the public authorities; delays in the supply of materials or dispatch of a finished product; sickness of a number of employees such that compliance is reasonably not possible; strikes, industrial conflicts, lockout or similar actions within or against Flex IT Rent, its suppliers or non-employees; other problems with production or supply on the part of Flex IT Rent or its suppliers and/or problems with transport by Flex IT Rent or by third parties, such as, but not limited to operational breakdowns, delayed deliveries/shipments on the part of Flex IT Rent's suppliers (including intra-group suppliers), shortages of energy supplies or materials, and traffic disruptions to the extent that the events were unforeseeable, as well as strikes, legal blockades/seizures/arrests, government orders, acts of government (including decisions to close businesses, shops and restrictions on opening, partial or general, taken to combat epidemics or pandemics), default of supplies or inability to obtain materials and all instances of force majeure; damage to the production due to fire, storm or any other extreme unforeseen cause, total or partial destruction of the premises of one Flex IT Distribution certified by an independent third party; any action taken by a national or international person in authority.

## 9. Intellectual Property

- 9.1 Any and all intellectual property and related rights (including knowhow) owned by or licensed to Flex IT Rent, such as, but not limited to, trademarks, copyright (for example into software), designs and image rights, shall be and remain the sole property of Flex IT Rent. The Customer has no right to use these intellectual property and/or related rights in any way, unless Flex IT Rent has granted a License to the Customer.,
- 9.2 Any and all intellectual property rights granted by Flex IT Rent to the Customer in writing, shall also remain the sole property of Flex IT Rent and/or its suppliers (as applicable). Unless otherwise agreed in writing, the Licenses granted to the Customer shall be non-exclusive, non-transferrable, non-pledgeable and may not be sub-licensed.
- 9.3 The Customer declares that it shall not use any devices provided by Flex IT Rent to copy, reproduce and/or otherwise make available any materials and/or contents which are protected by a copyright. The Customer indemnifies and holds Flex IT Rent and/or its suppliers harmless for any claims due to infringement of intellectual property rights (including copyrights) in connection with the products.
- 9.4 The Customer acknowledges and agrees that, for the purpose of compliance with this article, Flex IT Rent may share the transaction information (such as transaction date, details of the Customer and serial numbers of the hardware) relating to the order(s) placed by the Customer with its suppliers and/or (semi)governmental bodies. To the extent that such sales information contains any Personal Data, disclosure of such



personal data shall be treated in accordance with chapter 10 of these terms and conditions.

## 10. Data Protection

- 10.1 In its performance under the agreement, Flex IT Rent may process Personal Data of Data Subjects in its capacity as a Processor, or in its capacity as a Controller. Flex IT Rent may process Personal Data of the Customer or Third Parties for the purpose of conclusion and execution of agreements inter alia for the data destruction (data wiping), processing of orders, arranging for shipments, licensing software, debt collection, administration, customer satisfaction surveys, marketing or any other purpose agreed between the Parties.
- 10.2 Both Flex IT Rent and the Customer shall comply with and have their own responsibilities under the applicable data protection laws (GDPR and applicable national laws and regulations). The parties' rights and obligations with respect to processing of Personal Data shall be construed and interpreted in accordance with these data protection laws.
- 10.3 If Flex IT Rent receives Personal Data from the Customer in the context of the agreement, not being Personal Data from Third Parties, Flex IT Rent shall qualify as the Controller of the Personal Data. This could be, for example, Personal Data of an employee or director of the Customer.
- 10.4 For the purpose of delivery of ordered Goods, Flex IT Rent could process Personal Data from Third Parties, being clients/customers of the Customer, received from and/or on behalf of the Customer. In this case, Flex IT Rent shall qualify as a Processor and the Customer shall qualify as Controller of the Personal Data and the following provisions (also referred to as the 'privacy policy') shall apply:
- 10.4.1 The processing of Personal Data by Flex IT Rent shall be carried out in accordance with the written instructions as provided by the Customer. The Customer shall only provide categories of Personal Data to Flex IT Rent as strictly necessary for the purpose and shall ensure that this disclosure shall be in accordance with the applicable data protection laws.
- 10.4.2 Flex IT Rent shall take technical and organisational measures, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons. These measures are aimed to prevent the unnecessary collection, disclosure and any further processing of Personal Data. Flex IT Rent shall adjust the technical and organizational measures from time to time when necessary for these purposes.
- 10.4.3 Flex IT Rent shall only be authorized to process Personal Data outside the European Economic Area ("EEA") if all legal requirements in this respect have been met.
- 10.4.4 Flex IT Rent shall ensure that only its employees shall have access to the data as reasonably necessary for the purpose. Such employees shall be bound by written confidentiality obligations.
- 10.4.5 Flex IT Rent shall not share the Personal Data with Third Parties, unless it is required to do so by virtue of mandatory rules, a binding decision from a government agency or an order to do so by a competent court.
- 10.4.6 In the event of a Data Breach, Flex IT Rent shall inform the Customer within 48 hours from notice. Flex IT Rent shall take all reasonable measures at reasonable costs to minimize the impact of the Data Breach. All reasonable costs shall be shared equally between the parties, taking into account their respective share in the



cause of the Data Breach. The Customer shall be the sole responsible party for notifying the Authority and Data Subjects. Flex IT Rent shall provide reasonable assistance to the Customer in relation to (the review and notification of) the Data Breach if requested.

- 10.4.7 The Customer hereby gives Flex IT Rent permission to engage Sub-processors in the processing of Personal Data, with due observance of the applicable privacy legislation. Upon request, Flex IT Rent will inform the Customer of the Sub-processors engaged. The Customer has the right to object to any Sub-processor proposed or engaged by Flex IT Rent. If the Customer objects to third parties engaged by the Flex IT Rent, the Parties will consult in order to reach a reasonable solution.
- 10.4.8 Flex IT Rent will in any case ensure that such Sub-processors accept in writing the same obligations as were agreed herein with regard to the processing of Personal Data, inter alia regarding safety measures. Flex IT Rent shall be and remain responsible for the data processing towards the Customer.
- 10.4.9 If Flex IT Rent receives a request or objection from a Data Subject based on articles 15 to 21 GDPR, Flex IT Rent shall forward this request immediately to the Customer, which shall take care of the response. Flex IT Rent shall assist the Customer to fulfil its obligations in this respect.
- 10.4.10 The Customer has the right to ask and receive information regarding the processing of the Personal Data by Flex IT Rent, as reasonable for monitoring and compliance purposes and to enable the conduct of audits, performed by an independent EDP auditor. The costs of such audit shall be borne by the Customer. Flex IT Rent shall also assist the Customer, to a reasonable extent, in its conduct of data privacy impact assessments.
- 10.4.11 Each party will be liable for their own Processing activities, unless otherwise agreed herein.
- 10.4.12 Flex IT Rent's liability for loss suffered by the Customer is limited to intentional acts, gross negligence and/or wilful recklessness of Flex IT Rent. In any case, Flex IT Rent's liability is limited to the compensation for Direct Loss and to a maximum amount of the respective invoice corresponding with the order but shall in no case exceed an amount of EUR 25.000 (twenty-five thousand euros) per event, with a series of consecutive events counting as a single event.
- 10.4.13 Flex IT Rent is explicitly not liable for the loss suffered by the Customer as a result of a fine being imposed on it by (one of) the Authorities. This applies unless the (or any part of the) fine has been imposed on the Customer in connection with an intentional act, gross negligence or wilful recklessness on the part of Flex IT Rent in the performance of its obligations hereunder that can only and solely be attributed to Flex IT Rent, for that part, and provided that the Customer has done everything in their power to prevent or reduce the fine.
- 10.4.14 Unless performance by Flex IT Rent is permanently impossible, and subject to the limitations herein, Flex IT Rent shall only be liable in connection with the performance of its obligations hereunder if the Customer gives Flex IT Rent written notice of default without delay and grants Flex IT Rent a reasonable term in which to remedy the failure, and Flex IT Rent continues to attributably fail to comply with its obligations even after this term has lapsed. The notice of default must describe the failure as comprehensively and in as much detail as possible in order to give Flex IT Rent the opportunity to respond adequately. Explicitly excluded is any



liability of Flex IT Rent for any damage or claims caused by any circumstances beyond Flex IT Rent's reasonable control.

- 10.4.15 Any claim for compensation by the Customer against Flex IT Rent that is not specified and explicitly stated shall be barred by the mere expiry of twelve (12) months following the inception of the claim. The Customer indemnifies and holds Flex IT Rent harmless for any damage or claim caused by or attributable to the Customer, including claims by Data Subjects. This indemnification includes fines imposed on Flex IT Rent by any Authority, which are based on non-compliance with the data protection laws caused by or attributable to the Customer (at least, for that part).
- 10.4.16 Flex IT Rent shall process the Personal Data as long as necessary for the purposes indicated above, or longer to comply with its legal obligations such as (statutory) retention periods (and for that term). After termination of the Agreement, or expiry of an applicable retention period, Flex IT Rent shall destroy the Personal Data received (including copies thereof) from the Customer without delay.
- 10.5 In case the Customer would receive any Personal Data from Flex IT Rent, for example of its directors or employees, the Customer shall comply with all applicable privacy laws and parties shall conclude further agreements if necessary.

## 11. Taxes and Duties

- 11.1 Flex IT Rent may charge, and the Customer shall pay any applicable taxes applicable taxes (such as, but not limited to, national or local sales, use, environmental, value-added taxes or copy levies) which Flex IT Rent is legally obliged to charge. The Customer shall provide Flex IT Rent with any forms, documents, or certifications as may be required by Flex IT Rent to satisfy its information reporting or withholding tax obligations.
- 11.2 Unless otherwise agreed, the Customer shall be responsible for any applicable import and/or custom or similar duties.

## 12. Confidentiality, non-solicitation

- 12.1 The Customer shall ensure that all confidential information provided by Flex IT Rent (such as financial information, business development plans and stock feeds), remains confidential. Without Flex IT Rent's prior written approval, the Customer shall not share the confidential information with third parties. If the Customer is required to share Flex IT Rent's confidential information by law, court order or governmental authority, the Customer shall inform Flex IT Rent immediately about such obligation. The confidentiality obligation shall also apply to the Customer's employees and/or subcontractors.
- 12.2 During the term of the agreement and/or business relationship between Flex IT Rent and the Customer, and for a period of one year thereafter, the Customer shall not, without Flex IT Rent's prior written approval, employ, contract or otherwise enter into any business relationship with any of Flex IT Rent's personnel, staff or contractors, whether or not via third parties.
- 12.3 The Customer acknowledges that money damages may not be a sufficient remedy for any breach of this article and that Flex IT Rent shall be entitled to equitable relief, including but not limited to injunctive relief and specific performance, as a remedy for such breach. This does not prejudice Flex IT Rent's right to claim full damages.



### **13. Severability**

- 13.1 If Flex IT Rent fails of delays in enforcing any of the Customer's obligations, or existing right or remedy, such does not constitute a waiver of that obligation, right or remedy.
- 13.2 If any provision in these terms and conditions or in any agreement between the parties is in conflict with law, this shall not affect the other articles. The parties shall replace the void articles by provisions which are as close as possible to the initially intended purpose.

### **14. Governing law and disputes**

- 14.1 The relationship between Flex IT Rent and the Customer shall be governed by Dutch law. All disputes shall be subject to the judgement of the competent court in The Hague, the Netherlands.

